

IT IS EXPECTED THAT A QUORUM OF THE PERSONNEL COMMITTEE, BOARD OF PUBLIC WORKS AND PLAN COMMISSION WILL BE ATTENDING THIS MEETING. (ALTHOUGH IT IS NOT EXPECTED THAT ANY OFFICIAL ACTION OF ANY OF THOSE BODIES WILL BE TAKEN)

CITY OF MENASHA
Administration Committee
140 Main Street, 3rd Floor Council Chambers

April 2, 2007

6:00 PM

AGENDA

 [Back](#)  [Print](#)

I. CALL TO ORDER

- A. Call to Order

II. ROLL CALL/EXCUSED ABSENCES

- A. Roll Call

III. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

- A. Administration Committee Minutes, 3/19/07.

☐

[Attachments](#)

IV. DISCUSSION

- A. Update on Steam Utility Project and Water Treatment Plant Project (Discussion only).

- B. Authorization to approve Sargent & Lundy for Workout Plan and Engineering Services Consultant (Recommendation of Utilities Commission).

☐

[Attachments](#)

- C. R-8-07 - Resolution Authorizing the Issuance and Sale of up to \$779,363 Combined Utility Revenue Bonds, Series 2007, and Providing for Other Details and Covenants with Respect Thereto (Safe Drinking Water Loan Program).

☐

[Attachments](#)

- D. Development Agreement between City of Menasha and Silver Birch Investments, LLC.

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[Attachments](#)

- E. Authorization to request funds from Winnebago County Commission on Aging for 2008: 1) Senior Center Activity Coordinator; 2) Senior Center Supervisor; 3) 60+ Health Program, and authorize signatures.

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[Attachments](#)

- F. Annual request of Nauts Landing to serve alcoholic beverages on their deck from April 15-October 31, 2007.

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[Attachments](#)

- G. Annual request of Stone Toad to serve alcoholic beverages on their deck from April 15-October 31, 2007.

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[Attachments](#)

- H. Annual request of Locker Room to serve alcoholic beverages on their deck from April 14-November 30, 2007.

☐

[Attachments](#)

- I. Approval of Dept. of Transportation Click it or Ticket Traffic Safety Grant.

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[Attachments](#)

- J. Accounts payable and payroll for 3-22-07/3-29-07 for the amount of \$709,764.10

☐

[Attachments](#)

V. ADJOURNMENT

A. Adjournment

“Menasha is committed to its diverse population. Our Non-English speaking population and those with disabilities are invited to contact the MenashaCityClerk at 967-5117 24 hours in advance of the meeting for the City to arrange special accommodations. ”

CITY OF MENASHA
Administration Committee
Council Chambers, 3rd Floor, 140 Main Street, Menasha
March 19, 2007

MINUTES DRAFT

☐ [Back](#) ☐ [Print](#)

I. CALL TO ORDER

A. [Call to Order](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
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	Meeting called to order by Vice-Chairman Wisneski at 6:00 p.m.			
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II. ROLL CALL/EXCUSED ABSENCES

A. [Roll Call](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
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	Present: Ald. Michalkiewicz, Chase, Merkes, Taylor, Wisneski, Pack, Hendricks.			
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	Excused: Ald. Eckstein.			
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	Also Present: Mayor Laux, CA/HRD Brandt, Lt. Brunn, DPW Radtke, Comp/Treasurer Stoffel, PRD Tungate, MUGM Young, Clerk Galeazzi, and the Press.			
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III. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

A. [March 5, 2007](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
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Approve	Minutes of March 5, 2007	Alderman Pack	Alderman Michalkiewicz	Passed
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	Motion carried on voice vote.			
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IV. DISCUSSION

A. [Update on Steam Utility Project and Water Treatment Plant Project \(Discussion Only\)](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
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	MU GM Young reported on the Steam Plant: Operations are going smoothly. There was a brief interruption of steam to one of the mills from an electrical distribution problem with the boiler. The #3 boiler was down for maintenance. It was at the same			
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	time that maintenance was occurring at one of the mills, so there was not interruption in service. The Utilities Commission is working on a recommendation for the workout plan. Staff is moving ahead on the capital projects. Equipment has been purchased. As for the noise issue, the vendor has made a recommendation of a design change of a fan adjustment to the dampener.
	Water Treatment Plant: Work on the east side continues, only a few more pours to be done. The in-plant electrical setups are being worked on. Staff is working on the Safe Drinking Water loan. A recommendation will be presented at the next meeting.

B. [License: Class B Beer Application for Fox Cinema, Inc., Vicki Radue, Agent for the premises at 400 Third Street for the 2006-2007 licensing year.](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	No questions or discussion.			

C. [Selection of Proposal for Fourth of July Fireworks Show.](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	No questions or discussion.			

D. [Authorization to spend \\$1,455.33 to remove telephone pole from between 81 & 87 Racine Street.](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	CDD Keil explained since the City is making the request of the phone company to remove the telephone pole, the cost would be the responsibility of the City.			

E. [Petition of Bob and Barbara Bisby to license more cats than allowed by City Code.](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	CA/HRD Brandt explained all the necessary paperwork required by City Code has been properly filed with the Clerk's office. The permit is good for two years. The Bisbys were present to answer questions from the Council.			

F. [Accounts payable and payroll for 3-8-07/3-15-07 for the amount of \\$646,006.61.](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Ck. #011638-Barco Products-\$3,975.00-large message sign. Ck. #011663-Karyl Properties-\$2,000-payment to Alternative Resolution for Claim against City. Ck. #011698-RW Management-\$4,500-balance of 2007 contract. Ck. #011727-Brooks Tractor-\$6,619.59-maintenance to old street paver.			

V. ADJOURNMENT

A. [Adjournment](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result

Move	to adjourn at 6:31p.m.	Alderman Hendricks	Alderman Pack	Passed
	Motion carried on voice vote.			
Respectfully sbumitted by Deborah A. Galeazzi, City Clerk				

MEMORANDUM

TO: Menasha Common Council
FROM: Douglas Young, General Manager
DATE: March 28, 2007

SUBJECT: Workout Plan Recommendation

The Utility Commission recommends Sargent and Lundy as the consultant for the Workout Plan at a price of \$19,400. The Workout Plan was discussed with the following list of potential candidates, with the tasks as specified below. Additional tasks may be required, beyond the scope as quoted.

1. **Benetech** is working on our coal unloading building vibration issue. Estimate \$30,000
2. **AMEC** Estimate \$29,800, with additional tasks as extras on T/M basis.
3. **Sargent and Lundy**- Estimated \$19,400
4. **Omni Engineering**- Estimate \$10,000 for statistical model only.

Work-out Plan:

Menasha Utilities and the City of Menasha are now faced with \$40M debt for the Steam Utility Project. The Workout Plan's goal is to recommend both technical and business options to resolve cash flow and revenue issues. Menasha Utilities has sought professional advice to guide the Commission and Council to resolve these issues. The analysis will include renegotiation of various contracts, review of current operations, and comment on exiting equipment/configuration.

Menasha Staff Activities and Analysis: MU staff has continued with the following priority tasks:

- 1) Revised Poyry financial model to reflect current conditions, including real time links to steam sales and electric generation, such that better financial estimates of current operations. MU has a good understanding of the technical and economic components impacting the bottom line. **On-going.**
- 2) Coal contract- **Complete.**
- 3) Modified the WPPI electric Purchase Power Agreement to now include capacity payments and Day Ahead MISO market- **Complete.**
- 4) Coal quality issues existed Nov to Jan- high moisture and low BTU. **Complete.**
- 5) Capital and spare parts are insufficient. Staff has developed a list- **Complete.**
- 6) Identified and recommended reliability and efficiency projects.
 - 2-Boiler Feed Pump motor replacements- PO issued.
 - Engineering for blow-down heat exchangers, costs pending.
 - Vent Valve replacement, costs pending.
- 7) Contracted to study and recommend solutions to resolve Coal Building vibration issues- **The study is underway by Benetech to evaluate options. Two options will be presented- low cost and high cost solutions to resolve the coal building vibration and coal conveying issues. The report is pending.**

- 8) There were delays in revenue from the backpressure turbine startup and commissioning issues must be resolved by the turbine manufacturer. **Staff is continuing to work with Dresser Rand. Replacement parts are being manufactured, awaiting schedule for arrival and installation.**
- 9) Sell Ash for concrete. **Staff is continuing to work with potential vendors.**

Use Consultant to assist and resolve these issues:

Business and Economic Review

- 1) In-plant steam loads more than expected.
- 2) The business model overestimated steam and MISO revenues. Are there other or better financial models to use? i.e. remove City GO debt
- 3) About 15% less steam is sold on an annual basis than expected in the Business Plan. Develop or confirm models considering best case/ worst case conditions.
- 4) Additional capital was required to correct a variety of issues including desuperheater problems, RO system startup, backpressure turbine startup, and ID fan repairs. These systems are currently working
- 5) Steam contracts will require renegotiation. The present steam rates are based on selling 200K lbs. per hour- actual peak 140K. The cost to operate existing boilers on Natural Gas limit is the limiting factor for steam pricing.
- 6) Consider renewable energy option.
- 7) Technical Review potential new customers
 - MU staff has costs estimates for each customer
 - Need to model and confirm cost benefit for each customer.

Deliverables:

An oral and written report will be issued to the Commission and eventually City Council. This may include the following. Future tasks may include assistance in implementing any or all of the listed items.

- Debt Coverage
- Financial and technical analysis of why the current business plan is not working.
- Specific recommendations to improve the current cash flow situation.
- Negotiation new steam contracts.
- Evaluate value of steam and/or electric utility.

Thomas G. Longlais
Senior Vice-President
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(312) 269-7777-9746 (fax)
thomas.g.longlais@sargentlundy.com

March ~~21~~²², 2007
Proposal No. 00273-224

Steam Plant Work-Out Plan

Menasha Utilities
321 Milwaukee Street
P.O. Box 340
Menasha, WI 54952-0340

Attention: Mr. Douglas Young
General Manager

Dear Mr. Young:

This letter presents the proposal of Sargent & Lundy ("S&L") to provide Menasha Utilities ("Menasha") with engineering and financial advice to address the issues discussed in the Steam Plant Work-Out Plan document you recently sent us.

Scope of Work

We understand that Menasha owns a coal-fired cogeneration plant for which revenues from sale of electricity and steam are not sufficient to cover debt service associated with the facility. Menasha seeks assistance to (1) define work-out options for the existing unfavorable financial situation, (2) evaluate those options, and (3) recommend a way forward.

We propose the following tasks to reach those objectives:

Task 1: Document Reviews—We wish to review documents needed for this work prior to attending an initial meeting on this project. Please refer to Attachment 1 for a list of required documents information, which we expect to get either as documents or through interviews with Menasha staff. We hope to receive as much of this documentation as possible two to three working days before the initial meeting. Completion of the work for the price presented in this proposal is

based on the assumption that the bulk of the information in Attachment 1 will be readily available to our team.

Task 2: Initial Meeting and Site Walkdown—Following initial document reviews, our Project Manager and Financial Consultant will travel to Menasha for a one-day meeting with Menasha Utilities staff, and potentially also with Marathon Engineering (Poyry) if available, to discuss the situation. During this trip we will pick up any remaining required documentation and will look at the facility. An important meeting objective will be to define the criteria and constraints that a viable option must satisfy.

Task 3: Analysis and Draft Report—Following the initial meeting we will analyze documents received and information gained during the interviews and will draft a report that defines options, evaluates them according to agreed criteria and constraints, and ranks them in order of desirability relative to the agreed evaluation criteria. Assuming the Business Plan financial model works correctly and does not need extensive modification, part~~Part~~ of this analysis will include updating of the Business Plan financial model to reflect our findings and allow assessment of options for financial improvement. Given expected operating costs, future capital spending requirements, and the facility's cashflow requirements for viability, we will calculate breakeven steam sale revenue requirements for viability given market price expectations for power sales, and we also will calculate breakeven electricity sale revenue requirements given maximum expectations of steam revenues (i.e., based on steam users' estimated costs from alternative sources). Based on ~~this analysis~~these analyses, S&L will recommend one of the options.

We note Menasha's request regarding tax implications of a sale. We will consider tax implications of a sale to the best of our ability, but this may involve a narrow area of tax law on which a specialist's opinion may be needed for definitive resolution.

Task 4: Presentation of Options—After Menasha has had the opportunity to review the draft report, our team will travel to Menasha for a presentation of the principal results, to receive comments, and to answer questions.

Task 5: Final Report—Following the second meeting and resolution of Menasha's comments, we will issue the final report.

Aspects of the situation that are not included in the scope of work as priced in this proposal are the following:

- We do not anticipate being involved in renegotiation of the steam contracts.
- Our consideration of possible new customers will involve review and analysis of data on the added customers Menasha has identified. We do not anticipate surveying for new possible customers or interfacing with possible new customers to assess their needs.
- Our scope does not include a supply survey for alternative fuel sources or evaluation of results from Menasha's current coal tender process. We expect to rely on Menasha's projection of fuel cost.

Deliverables

The deliverables will be the project report and a one-day review presentation to Menasha by S&L's team in Menasha's choice at a time of Menasha's choosing. The project report will be presented first as a draft and then re-issued following a round of comments by Menasha.

An outline table of contents for the report appears in Attachment 2: The Current Situation section will be at a summary level, presenting enough detail that this report can stand on its own without need to refer to other reports. The Performance Improvement Opportunities and Market Value Estimate sections will present findings needed to support the subsequent assessments of options available to the city and S&L's recommendations.

Schedule

As noted earlier, we prefer to begin the project by receiving as much as possible of the documentation listed in Attachment 1 before traveling to Menasha for an initial meeting and examination of the facilities. After time to review documents, our team will travel to Menasha on a schedule agreed with Menasha for a one-day meeting and review of the facility. We will could potentially provide a draft report three weeks after the initial meeting, if the outcome of the study that Menasha has contracted for solving the coal building vibration problem (as well as the outcome of the vendor review if that's a separate input) is available by within one week of our visit. We are interested in having that analysis because the cashflow for that fix may be material in evaluating the financial viability of the various options. If that analysis is not available on that schedule, we propose to adjust our schedule as necessary to be able to include that cost input.

We will resolve Menasha's comments and provide the final report within two weeks of receiving Menasha's comments. The one-day close-out presentation meeting will occur at Menasha's convenience following submittal of the draft report.

Project Team

The Project Manager for this assignment will be David Cohn, Principal Consultant. Mr. Cohn is a mechanical engineer with direct operating experience in large central station power plants and is knowledgeable regarding solid-fuel fired, combined-cycle, and diesel engine power plants. He also performs economic and financial evaluations of utility and independent power supply systems, including new generating technologies, plant upgrades, pollution control technologies, bid evaluations, and financing alternatives. He performs due diligence reviews of project performance, budgets, and contracts, including assessment of project construction, operation, fuel supply, and market risks. Several of these have involved solid fuel facilities with operating problems. His education includes a BA in physics from Northwestern University, MS in mechanical engineering from University of Illinois (Champaign-Urbana), and an MBA from University of Chicago. He joined S&L in 1998 and previously had been with Commonwealth Edison since 1991.

The Financial Consultant will be Kenneth Davis, who leads the financial consulting practice of S&L's Global Energy Consulting Group. He has extensive experience in financial aspects of project due diligence reviews and develops financial models for electric power and cogeneration projects in the US and abroad. He has engineering degrees from Purdue University (BS Engineering Sciences) and University of Michigan (MSE Nuclear Engineering) and an MBA from University of Hartford. He has been with S&L for more than 30 years.

Commercial

We propose fixed lump-sum-pricing for this assignment. Attachment 3 details proposed pricing and commercial terms and conditions.

Please indicate your acceptance of this proposal by signing as indicated below. If you have comments or questions please feel free to contact me at 312.269-7131, or contact David Cohn at 312.269.6404.

Thank you for considering Sargent & Lundy for this assignment.

Yours truly,

Thomas G. Longlais
Senior Vice-President

ACCEPTED FOR CITY OF MENASHA

Printed Name

Signature

Title

Date

Attachments – All recipients

Copies:

R. W. Knoebel

K. W. Davis

J. A. Liska

Attachment 1: Information Requirements

We request that the following information be made available for this assignment. Most of it should be available via existing documents, and we anticipate gathering the balance from interviews during the initial meeting.

Business Model: Business model document, which we assume is in the form of a report. We also would like to review a working version of the spreadsheet financial model that supports the business model.

Due Diligence Report: Poyry due diligence report issued November 2006.

Contractual and Financial Obligations: Documentation defining the contractual and financial obligations associated with the facility, as follows:

- Existing agreements with suppliers (fuel supply agreement(s), O&M services contract(s), etc.), as well as RFPs recently issued for coal supplies.
- Documentation explaining financial obligations of the facility, such as bond prospectus or offering memorandum, loan agreement, etc. These should detail how the project was financed, conditions of the financing, debt service profile, call options if applicable, etc.
- Copy of any offtake agreements (electricity PPA and steam sales agreements or tariffs)
- Copy of any other agreements that define other obligations associated with the facility, such as land lease agreement if applicable.

Facility Information: Please provide the following information concerning the steam plant if not already included in the Business Model documentation:

- Operation and maintenance cost records and capital spending for the facility since the conversion (monthly detail), including information (cost, nature of problem and how resolved) regarding additional money spent to resolve unexpected issues (desuperheater problems, RO system startup, backpressure turbine startup, and ID fan repairs).
- Report on the coal feeder building vibration problem recently commissioned by Menasha, plus outcome of vendor review if that is a separate input regarding this problem.
- Availability and scheduled / forced outage information since the conversion, including outage cause information and repair costs.
- Drawings and system descriptions for the plant, including plan and section views, P&IDs, single-line diagrams, and flow diagrams, [others?], and [others?].
- Equipment specifications for major mechanical equipment.
- Staffing information (shift positions and head counts).

- Profile of existing and prospective steam users (steam conditions and flow requirements including seasonality if applicable, how steam is used, etc.).
- Facility budget projections for the next five years or more, if not included in Business Plan. This should include expected future capital spending requirements related to operating problems, such as the coal feeder vibration issue and ST commissioning problems, to the extent numbers have been developed for those.
- Summary of existing capital and spare parts inventories, and background on why the existing inventories are regarded as inadequate.
- Details regarding the remaining commissioning issues that need resolution regarding the backpressure turbine, and reasons for delays in revenue if not just due to commissioning delay
- Licensing and permitting limits that must be respected during operation and maintenance of the facilities.
- Recent performance test information.
- Heat balances and measurements from operating experience to detail where in-plant steam loads are higher than original expectations.
- Background on why steam sales have been below expectations (i.e., is a demand issue or inability to deliver which causes the problem?)
- Document described in the Menasha RFP which details performance improvement opportunities identified by the Menasha staff.

Other Information:

- Fuel quality data, preferably average/max/min sample data on a monthly basis.
- Background from Menasha staff on fuel supply options other than C. Reisse, including price expectations for supplies under the possible June 1, 2007 contract extension.
- Information on steam demand requirements of existing customers, and of the two possible additional customers identified by Menasha, including proximity to the steam source and seasonal variations in requirements.

Attachment 2: Report Outline

Executive Summary

Introduction

Current Situation

- Facility Description and Operating History
- Financial Performance Since Conversion
- Near-Term Additional Spending
 - Resolve Coal Building Vibration Problems
 - Acquire Adequate Spares
 - Resolution of Steam Turbine Commissioning Issues
- Fuel Supplies

Comments on Current Business Model

Performance Improvement Opportunities

- Increase Revenues
 - Renegotiation of Steam Contracts (Including Pricing)
 - Addition of New Steam Customers
 - Modifications to Power Purchase Agreement With WPPI
 - Green Credit Opportunities
- Reduce Costs
 - Operation & Maintenance Costs
 - Fuel Costs and Quality
 - Thermal Performance of the Plant
 - Reliability

Market Value Estimate for Existing Plant

Assessment of Available Options

- Criteria and Constraints for Acceptable Solutions
- Evaluation of Workout Options
 - Continued Steam & Electric Operations
 - Close Steam Plant
 - Facility Sale

Recommended Workout Plan

Attachment 3: Pricing and Commercial Terms

1.0 PRICING AND COMMERCIAL TERMS

Fixed Price Scope

Based upon the scope of work described in our proposal, our fixed price for this work is \$ \$19,500 excluding travel cost. This fixed price shall be paid according to the following schedule for the work.

- \$ \$9,750 due at time of authorization to proceed.
- \$ ~~due at issue of the draft report.~~
- \$ \$9,750 due at issue of the final report.

This fixed scope includes the following activities:

1. A one-day site visit to the Menasha facilities by two consultants;
2. Review and assessment of data provided by Menasha and of information gained during interviews;
3. Evaluation of options for improving the financial performance of the facility;
4. Updating of the Business Plan financial model to reflect our findings and allow assessment of options for financial improvement;
5. Development of a draft workout plan report, including assessment of options and recommended action;
6. Presentation of our findings at a one-day meeting in Menasha;
7. Review and incorporation of technical and editorial comments received from you within two weeks of issue of our report; and
8. Issuance of the final report.

Our fixed scope of work is based upon the preliminary schedule outlined in this proposal. Significant variation in the schedule that requires additional support will be reviewed to determine if the cost of the project is affected. Additional scope after incorporation of your comment and issue of the final report will be considered extra scope and will be covered in accordance with Section 1.2 below.

1.2 Pricing for Time and Material Services Outside the Fixed Price Scope

Work outside of the fixed price scope identified above will be performed on a time and materials basis. Compensation for the time and materials services associated with any additional scope of work will be determined, billed and paid as follows:

a. Time of personnel

Time of personnel will be billed at a Fixed Hourly Rate as identified in the attached rate table (Exhibit A) for the number of hours devoted to the project. Those working on the project shall have documented time charges for the work submitted with the monthly invoices. Included in this rate are salary and wage-related expenses such as sick and personal leave; vacation and holiday pay; home office overtime premiums; health and retirement benefits; group life and Workers' Compensation Insurance premiums; and federal, state and local payroll taxes imposed on employers such as FICA, excise and unemployment taxes. Also included in the rate are general office overhead expenses such as rent, light, stationary and supplies, and salaries and wages of certain personnel while engaged in our internal administration and profit.

b. Miscellaneous Expenses

Telephone usage, printing, computer usage and other incidental expenses are also included in the fixed hourly billing rate.

c. Traveling Expenses

Travel expenses including transportation, room, board, and other similar expenses will be billed at actual cost plus a 6% handling charge. All travel and accommodations, airfare, hotels, meals and miscellaneous expenses shall be at standard business class rates.

d. Invoicing and Billing

Invoices will be submitted each month for work that has been completed during that month. Invoices shall detail expenditures by individual and activity. Travel expenses shall be submitted as they are incurred.

1.3 Payment Terms

For the fixed price portion of the work, the initial invoices will be payable within 15 days of receipt of the invoice. Subsequent invoices will be payable within thirty (30) days of receipt of the invoice. In the event of a dispute regarding an invoice, the undisputed amount shall be paid and we shall be notified of the amounts in dispute and basis of the dispute within such thirty (30) day period. A finance charge shall be assessed on the unpaid balance for each day of a month that any undisputed amount remains unpaid beyond thirty (30) days, using the prime rate for the last day of the prior month as reported in the Wall Street Journal, plus 5%.

1.4 Escalation Clause

The fixed price for this scope, and the unit hourly rates for each wage category, shall be escalated each year, in January, using the U.S. Department of Labor's Bureau of Labor Statistics' Index entitled "Employment Cost Index, NAICS, for Professional and Related", Series CIU20100001200001. This index is available quarterly. In order to support new rates effective January 1 which are generally sent out in December of each year, the adjustment should be based on year-to-year changes as of the third quarter. All billings and rates shall be rounded up to the nearest dollar.

1.5 Pricing Validity

The fixed price and the hourly rate information presented in this proposal are valid for 30 days from the date of issue of this proposal. We reserve the right to review and revise the pricing as required due to delays in authorizing work or temporary cancellations of the project.

2.0 GENERAL TERMS AND CONDITIONS

- a. We shall render consulting services in accordance with generally accepted practices using current recognized consulting principles and practices. We make no warranty, either express or implied. Our sole obligation for any failure to perform our services in accordance with the generally accepted consulting practices, whether in tort or in contract, shall be to reperform those consulting services at our cost so long as such failure is reported in writing to us within a reasonable time following the discovery thereof, but in no event later than one year from the date on which such services were performed. After said one year, we shall have no remaining obligation to reperform any service or otherwise compensate you.
- b. In no event shall we at any time be liable for special, incidental or consequential damages, including, but not limited to, loss of profits, loss of revenue, loss of use, loss of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, and arising from any cause whatsoever by reason of the services rendered under this Agreement.
- c. Neither you nor we shall be liable for any fault or delay caused by any contingency beyond our control such as wars, acts of terrorism, strikes, walkouts, fires, natural calamities, pandemics or demands or requirements of governmental agencies.
- d. We shall endeavor to prepare cost estimates, project time schedules, reports, or any other deliverable as accurately as possible based on current information and experience. In addition, you acknowledge that the cost estimates, project schedules, reports, or any other deliverable generated by us are time sensitive and changes in the underlying data, applicable codes, standards, and acceptable engineering practices, as well as the passage of time, may affect the accuracy of the deliverables provided to you.
- e. It is expressly acknowledged that our review and/or translation and conversion of information and documents prepared or provided by others shall in no way serve to transfer to us the responsibility for the correctness and/or accuracy of the work performed by others.
- f. In the event that we, or any affiliate, employee, agent, subcontractor or supplier, furnish any advice or assistance which is not required pursuant to this Agreement, other than advice of assistance given concerning matters within the scope of this Agreement, the furnishing of such advice or assistance will not subject us to any liability whether in contract, guarantee, indemnity, warranty, tort, including negligence, strict liability or otherwise.

- g. The compensation for this work is payable in United States dollars. We shall be responsible for payment of all U.S. taxes, fees, duties, etc., and you shall be responsible for payment of all non-U.S. taxes, fees, duties, etc.
- h. We reserve the right to contract work as either Sargent & Lundy, L.L.C., Sargent & Lundy Engineers, Ltd., or Sargent & Lundy Canada Company.
- i. Menasha Utilities shall be solely responsible for payment of any and all fees under this Contract. Payments due under this Contract shall not be contingent upon the occurrence of any other event, including but not limited to the following; failure of the subject project to secure bonds, or failure of the subject project to proceed.
- j. This agreement shall be governed by the laws of the State of Illinois, United States of America. Any causes of action arising under this Agreement shall be controlled by the laws of the State of Illinois, USA and venue shall be in District Court of Northern Illinois, USA.
- k. This Agreement may be terminated for the convenience of either party at any time by providing thirty (30) days prior written notice; however, you hereby agree to pay us for all costs incurred and compensation earned for services performed to the date of such termination and through demobilization, including any termination charges by vendors and/or subcontractors, if any.

Exhibit A
CONSULTING RATES
HOURLY BILLING RATES BY CATEGORY
EFFECTIVE FOR THE CALENDAR YEAR 2007

<u>Classification</u>	<u>Billing Rate</u>
Director / Principal Consultant	\$195.00
Senior Consultant	\$180.00
Consultant	\$165.00
Technical Editing Services	\$100.00
Administrative Assistant	\$70.00

1. The above rates include computer and reprographics usage charges as well as miscellaneous charges such as telephone, special mailings, etc.
2. Travel charges will be billed at actual cost plus a 6% handling overhead allowance.
3. Billing rates are considered to be proprietary to Sargent & Lundy L.L.C. Please treat them as confidential.
4. The invoices will be payable within thirty (30) days of receipt of the invoice. In the event of a dispute regarding the invoice, the undisputed portion shall be paid and we shall be notified of the amounts in dispute and the basis of the dispute within such thirty (30) day period. A finance charge shall be assessed on the unpaid balance for each day of the month that any undisputed amount remains unpaid beyond thirty (30) days, using the prime rate for the last day of the prior month as reported in the Wall Street Journal, plus 5%.
5. Billing Classifications include one or more S&L position categories that are typically grouped under a classification on the basis of similarities in position function, experience factors, and/or wage levels. Acceptance of this schedule includes the rates shown, the period of time for which they are effective, and the combination of individual position categories that comprise each classification.

From: Doug Young
To: MU Commission
Date: 3/27/2007 3:14:09 PM
Subject: Re: update of workout proposal

I responded, it is three tasks as he suggested and is not a complex model. The costs should be covered within the scope of work.

Doug

>>> <KENNETH.W.DAVIS@sargentlundy.com> 3/27/2007 2:10 PM >>>
Hi Doug,

Is this three items or two? Are the tasks (1) you want your model validated (confirm logic, confirm proper accounting, etc.), and then in addition you want (2) changes to inputs to better reflect actuals and (3) adjustment of model to reflect efficiencies coming out of the study?

If the model has generally been structured according to best practices (inputs grouped together and identified as inputs, consistent formulas across rows, extensive use of range and cell names, no reliance on complex VB macros, etc.--the various issues discussed in resources available at <http://www.eusprig.org/>, <http://panko.cba.hawaii.edu/ssr/>, or similar sites on spreadsheet development) then within our quoted budget we could look through the model to see whether it seems correct, and I think the adjustment to actuals and pick up efficiency improvements would just be a matter of changing some of the inputs.

We do due diligence reviews of project models for project financings quite often, and we occasionally see models that are pretty confused and very difficult to validate. If that's what you've got, confirming the model within our stated budget might be a problem. But if it's pretty well-organized and understandable, without complex VB macros and such, there shouldn't be a problem including a review of the model in the scope we sent.

KenD.

"Doug Young" <DYoung@wppisys.org>
03/27/2007 01:35 PM

To
<KENNETH.W.DAVIS@sargentlundy.com>, <THOMAS.G.LONGLAIS@sargentlundy.com>
cc

Subject
Re: update of workout proposal

Tom and Ken- our commission met today to discuss your proposal. One of our objectives is to have a financial model that better reflects actuals. I was asked to raise this question... would you be willing to confirm our existing model:

- 1) Adjust it better reflect to actuals?
- 2) Adjust model with efficiency improvements that may come out of study?

Doug Young

>>> <KENNETH.W.DAVIS@sargentlundy.com> 3/22/2007 3:39 PM >>>
Hello Doug,

This follows up on the phone message I just left you.

The proposal you received earlier was a first cut that didn't have comments from all concerned here, and pricing was not complete at that

time, so some things have changed. Tom Longlais doesn't want to issue our proposal until we've gotten confirmation that it's consistent with what

you and the city want, so I'm sending the updated version in order that

you can see what we intend to issue absent other input from you. In case you've looked at the one sent earlier, redlines are included here to show what's changed.

Please let me or Tom know whether this is on target or if you would like something changed.

Ken Davis

Kenneth W. Davis
Sargent & Lundy LLC
55 E. Monroe Street
Chicago, IL 60603
312.269.3142 (voice)
312.269.3146 (fax)

CC: Dick Sturm; Steve Grenell

EDUCATION

University of Chicago - M.B.A. Finance and General Management - 1998
University of Illinois at Urbana-Champaign - M.S. Mechanical Engineering - 1991
Northwestern University - B.A. Physics - 1989 (Phi Beta Kappa)

EXPERTISE

Utility economics
Project finance
Due diligence reviews
Operations and maintenance
Fuel planning
Capital improvement planning
Plant design engineering
Fluent in English, Spanish, and Italian; Substantially fluent in Portuguese and French;
Working knowledge of German

RESPONSIBILITIES

Mr. Cohn performs economic and financial evaluations of utility and independent power supply systems, including new generating technologies, plant upgrades, clean air technologies, bid evaluations, and financing alternatives. He performs due diligence reviews of project performance, budgets, and contracts, including assessment of project construction, operation, fuel supply, and market risks. He is knowledgeable with the key elements of project finance and development. Mr. Cohn also has direct operating experience in large central station power plants. His experience includes solid-fuel fired, combined-cycle, and diesel engine power plants. He is also familiar with both technical and economic aspects of electric transmission systems, as well as natural gas and liquid hydrocarbon pipeline systems.

EXPERIENCE

DUE DILIGENCE REVIEW

- **BBVA**
 - Technical and financial due diligence of an upgrade of a simple-cycle plant near Lima, Peru to combined-cycle. (2004)
- **Inter-American Development Bank**
 - Technical review of a 230 MW pet coke-fired CFB power plant in Mexico. Identified design limitations and discrepancies in proposed modifications to design. (2004)

- **Inter-American Development Bank**
 - Project Manager for technical and financial due diligence review of transmission system project including installation of 600 km of transmission lines and five major substations in Bolivia. (2004 to present)
- **Confidential Client**
 - Review of long-term layup procedures for three GE 7241FA combustion turbines. (2003)
- **Nord LB**
 - Project Manager for operations monitoring due diligence review of a 100 million cubic foot per day natural gas compression station. (2003)
- **Salt River Project**
 - Project Manager for technical and financial due diligence review of a 500 MW gas-fired combined-cycle facility. (2002)
- **Inter-American Development Bank**
 - Project Manager for technical and financial due diligence review of corporation and assets of Transredes, S.A., the Bolivian gas and hydrocarbon liquids pipeline company. (2002)
- **Deutsche Banc Alex. Brown and Bank of Tokyo-Mitsubishi**
 - Project Manager for technical and financial due diligence of a 1000 MW greenfield gas-fired combined-cycle power plant project in Mexico for major investment banks. (2002)
- **Confidential Client**
 - Project Manager for asset acquisition due diligence of generating facilities and projects under development in the United States and the Dominican Republic. Facilities included pulverized coal, circulating fluidized bed, stoker, and combined-cycle facilities.
- **International Finance Corporation**
 - Performed operational assessment due diligence review of an existing generation facility in the Dominican Republic finding significant risks in the areas of boiler chemistry, work processes, and staffing. (2001)
- **Exelon Corporation**
 - Technical Lead in the due diligence review of existing fossil generation facilities in the Exelon portfolio in support of bond rating activities. (2001)
- **Total Fina Elf**
 - Performed technical and financial due diligence review of assets in Argentina consisting of six steam-powered units of Central Puerto with a capacity of 979 MW; a 2x2x1 combined cycle facility with a capacity of 769 MW, also at Central Puerto; a 2x2x1 combined cycle facility at Salta, with a capacity of 633 MW; a 1,400 MW

hydroelectric plant; and a 345 kV international interconnection transmission line. Provided an assessment of the mechanical condition of the assets, expansion plans, performance levels, and O&M practices, O&M costs, and projected capital expenditures. (2001)

- **Inter-American Development Bank**
 - Project Manager for technical and financial due diligence review of newly installed transmission system equipment including 1045 km of transmission lines and four major substations in Peru. (2000)
- **Confidential Client**
 - Performed technical due diligence review of gas-fired assets of a major utility in the southern United States. (1999)
- **Inter-American Development Bank**
 - Performed technical and financial due diligence of a greenfield combined-cycle power plant project in Mexico for major international trade finance banking institution. (1999)
- **Illinois Power Company**
 - Performed technical due diligence review and prepared financial pro forma for a \$900 million financing associated with generating assets in the midwestern United States which was marketed to over 50 banks and was fully subscribed. (1999)
- **International Finance Corporation**
 - Performed contract review and financial due diligence for an 1100 MW greenfield hydro facility in Brazil. (1999)
- **Credit Suisse First Boston**
 - Performed technical and financial due diligence of a greenfield coal-fired power plant project in China. (1999)
- **Wisvest Corp.**
 - Evaluated generation market in the northeastern United States and provided valuations of various generation assets in that region for client desiring to acquire generating capability in that area. (1999)
- **Reliant Energy**
 - Performed technical and financial due diligence of generation assets for sale in the midwestern United States. (1998)

OPERATIONS MONITORING REVIEWS

- **Inter-American Development Bank**
 - Operations monitoring including availability analysis, thermal efficiency analysis, and financial review of 96 MW diesel engine facility in Panama. (2000 to present)

- **Bank of Tokyo-Mitsubishi**
 - Operations monitoring including availability analysis, thermal efficiency analysis, and financial review of 1000 MW gas-fired combined cycle facility in Mexico. (2004)
- **International Finance Corporation**
 - Operations reviews including availability analysis, thermal efficiency analysis, procedure review, failure analysis, staffing analysis, and chemical control analysis at a 170 MW combined cycle and boiler facility in the Dominican Republic. (2001 to 2003)
- **International Finance Corporation**
 - Operations monitoring including availability analysis, thermal efficiency analysis, and financial reviews at a 50 MW facility in Senegal. (2002)

FEASIBILITY STUDIES

- **Confidential Client**
 - Project Manager for technical and economic feasibility study for a 30-75 MW petcoke fired power plant. (2003)

SPECIFICATIONS

- **Confidential Client**
 - Project Manager for preparation of a complete EPC specification for a 50 MW petcoke fired CFB power plant. (2004)

CAPITAL PLANNING

- **AEP Tanner's Creek Capital Expenditure Plan**
 - Reviewed projects associated with major maintenance of Tanners Creek Unit 4 including cyclone replacement, LP turbine disk replacement, and economizer replacement for appropriateness and long-term effect on EFOR. (2003)
- **ComEd Joliet Station No. 29 Coal Pulverizer Upgrade Program**
 - Directed equipment evaluation, selected upgrade components and provided business case justification for major pulverizer upgrade at 1100 MW coal-fired power plant. (1994)
- **ComEd Joliet Station No. 29 Feedwater Heater Controls Replacement**
 - Co-designed modification and provided business case justification. (1995)
- **ComEd Joliet Station No. 29 EFOR Outage Plan**
 - Identified major root causes of lost availability and developed prioritized list of capital improvements. (1995)
- **ComEd Joliet Station No. 29 CEM Installation**
 - Managed project installation process. (1995)

BUSINESS STRATEGIES AND SPECIAL STUDIES

- **Electricidad de Caracas**
 - Evaluation of technology options for electric generation in El Salvador market. (1998)
- **General Electric Company**
 - Evaluation and selection of partners for joint-venture operations in Latin America. (1997)

POWER PLANT SITING AND PERMITTING

- **Constellation Power Development**
 - Performed permitting activities related to the construction of a 300 MW simple cycle gas turbine power plant in Illinois. (2000)
 - Supported permitting process of 300 MW simple cycle gas turbine power plants in Virginia and Pennsylvania. (2000)

PUBLICATIONS

"Radiant Scattering from Rough Surfaces" International Journal of Heat and Mass Transfer, July 1997.

EDUCATION

Purdue University, B.S. Engineering Sciences, 1966
University of Michigan, M.S.E. Nuclear Engineering, 1968

University of Hartford, M.B.A., 1973

REGISTRATION

Professional Engineer - Illinois

LANGUAGES

French (read, speak, write)

EXPERTISE

Financial modeling
Feasibility and technology studies
Project finance
Project finance contract reviews
Studies of economic alternatives
Asset valuation
Market analysis
Skillful user of Windows and Office software, particularly Excel spreadsheets

RESPONSIBILITIES

Mr. Davis is the leader of the financial consulting services area of Sargent & Lundy's Consulting Group. He performs financial and economic analyses and studies for Sargent & Lundy clients and manages others who perform such activities, all of whom also have both engineering and financial backgrounds. Representative past project activities include:

- Development of financial models for feasibility studies, asset transactions, project development, and capital budgeting.
- Economic optimization of designs being developed for Sargent & Lundy clients.
- Due diligence evaluations of power projects, including greenfield projects and acquisitions, domestic and international. Scope involves contract reviews and financial model reviews. Clients include project developers, project purchasers, and project financiers.
- Assisting governments in development of build, own, operate, transfer (BOOT) tender for power facilities, including drafting of bid documents, draft PPA, and evaluation of proposals.
- Development of asset valuations for utility privatization transactions, regulatory proceedings, and refinancings.
- Modeling of cash-flows and credit line impacts of turnkey bids made by Sargent & Lundy and consortium partners.

- Evaluation of competing offers to finance engineer-procure (EP) and engineer-procure-construct (EPC) offers made by Sargent & Lundy under international requests for tender.
- Financial and tariff design analyses regarding independent power plant projects.
- Feasibility studies for proposed power projects or to compare alternative power plant technologies and cogeneration options.
- Development of operation and maintenance cost estimates for fossil and nuclear power plants.
- Cost/benefit studies to compare operating cost/benefits and investment costs of proposed capital improvements.
- Participation in electric utility process reengineering studies.
- Providing in-house and client training in utility economic and financial analysis.

In addition to his consulting responsibilities for clients, Mr. Davis is chairman of the company committee responsible for investment of Sargent & Lundy's defined benefit pension fund. The committee sets investment policy, allocates assets, hires and monitors outside investment managers, and makes administrative decisions concerning the pension program. The fund is approximately \$175 million in size.

EXPERIENCE

Mr. Davis has more than 30 years of experience serving the electric power industry. He began his career developing computer models of physical systems in power plants and more recently has developed and applied economic and financial models dealing with all aspects of utility industry finance and economics. As manager of Sargent & Lundy's Financial Consulting Services Group, he is the leader of the financial consulting practice. This involves supervising other financial experts, all of whom are also graduate engineers and experienced in the electric power industry. A key strength of this group is its ability to apply a combination of engineering expertise and financial/economic expertise to client needs.

Mr. Davis's work on overseas projects has required extensive international travel, including to several developing countries such as Algeria, China, Egypt, Indonesia, Kenya, Korea, Pakistan, and Thailand. He has also traveled to Japan, Australia, several European countries, and Latin America. Mr. Davis has worked on projects funded by several multilateral banks and agencies, including Asian Development Bank, International Finance Corporation, and Inter-American Development Bank.

Financial and economics projects on which Mr. Davis has worked include feasibility studies, generating technology assessments, site studies, evaluation of BOOT proposals, drafting of BOO bid documents, evaluation of pollution control alternatives, fuel sourcing and procurement studies (oil, coal, and nuclear, including specification writing and evaluation of supply offers), cogeneration studies, cost/benefit studies, timing and size of generating unit additions, vendor bid evaluations, export credit agency bank loan offers, credit line impacts of EPC bid offers, power plant availability and outage rate analyses, and economics and financial training courses.

Mr. Davis has participated in due diligence reviews of power projects on behalf of multilateral banks, leasing companies, commercial banks, and project sponsors. Such projects include review of technical inputs to financial analyses (plant availability and other performance measures), contract reviews (PPA, fuel supply, and O&M), and pro forma financial projections. He has participated in development of offers of export credit finance for projects in which Sargent & Lundy offers procurement services. Mr. Davis has investigated re-engineering of financial and administrative processes on a process reengineering assignment in Egypt, undertaken for the United States Agency for International Development (USAID).

Before his current position, Mr. Davis served in Sargent & Lundy's Strategic Planning Group, Marketing Services Division, and Business Development Division supporting the firm's market analyses, budgeting, project targeting, manpower forecasting, competitive analyses, proposal development, and planning and reporting systems.

Prior to joining Sargent & Lundy in 1974, Mr. Davis was a design engineer and systems analyst for a nuclear steam system supplier.

SELECTED PROJECTS

- **SONELGAZ**

- Served as project manager on two consulting assignments funded by United States Trade and Development Agency. The first assignment was the feasibility study of a 2 x 600-MW gas-fired combined cycle project to be located on the Mediterranean coast, about 80 km west of Algiers in Algeria. This work involved development of the financial model and financing plan. The second assignment was development of tender documents, including model PPA, for soliciting build-own-operate proposals from private power developers for the project. (1999 to 2000)

- **Confidential Client**

- Developed asset valuation for development rights owned by a regulated electric utility required for removal of those rights from a mortgage indenture. (2003)

- **Korea Hydro & Nuclear Power Co. Ltd**

- Developed and delivered a series of training seminars on project evaluation, project finance, and financial models. (2003)

- **Confidential Client**

- Participated in a study of global electric power fossil fuel market on behalf of an international petroleum company, examining inter-fuel competitiveness, marketing issues, environmental issues, and marketing strategy. (2003)

- **Great Northern Power Development**

- Developed pro forma project evaluation model for CFB lignite-fired project planned for operation in Montana and North Dakota. (2003)

- **Cinergy Corporation**
 - Developed asset valuation for simple cycle combustion turbine assets being transferred to a regulated utility from a non-regulated affiliate. (2004)
- **Confidential Client**
 - Developed strategy document concerning the construction contracting approach for development of two lignite generating stations, taking into account bank preferences for EPC contracting for project financing and difficulties in obtaining competitive EPC bids for projects over \$1 billion in size. (2001)
- **Confidential Client**
 - Assisted electric utility holding company in the U.S. in its due diligence program for evaluation of power stations proposed for an asset swap transaction. (2001)
- **BMP Investments/FGS Associates**
 - Developed pro forma financial model for a two-unit mine-mouth coal plant to be sited in Montana for supply of power primarily into Utah. (2001)
- **USDOE/National Renewable Energy Laboratory (NREL)**
 - Participated in a review of two concentrating solar power technologies (troughs and power towers) in a study for USDOE and NREL. Work involved presentations to and interactions with industry, government, and the National Research Council, a unit of the National Academy of Sciences. (2002)
- **Intermountain Power Agency**
 - Determined the value of increased availability for doing breakeven analyses on capital spending that affects availability. Estimated the costs of removed pollutants for a planned third unit at the Intermountain site. (2002)
- **Wisconsin Electric**
 - Performed financial analyses of coal technology alternatives for new capacity planned for the Oak Creek site. (2002)
- **Confidential Client**
 - Participated in a feasibility study regarding municipalization of a large suburban area served by an investor-owned utility in the neighboring city. (2002)
- **KBC Bank NV**
 - Performed financial analyses associated with replacement of the existing EPC contractor (NEPCO) at the Wolf Hollow site following the Enron bankruptcy. (2002)
- **Confidential Client (European)**
 - Participated in comprehensive audit of the EPC contracts of a European contractor to assess the financial risks of those contracts. (2002)

- **MidAmerican Energy**
 - Developed liquidated damages figures for the draft EPC contract of a new coal unit planned for the Council Bluffs area. (2002)
- **Mirant**
 - Performed economic evaluation of cooling alternatives for a planned combined cycle plant. (2002)
 - Assisted Mirant in its due diligence review of possible purchase of a medium-sized electric utility in the midwestern U.S. (2001)
- **UniSource Energy**
 - Maintained pro forma financial model for development of a two-unit expansion of the Springerville station in Arizona (2001-2002)
- **Hamakua Energy Partners**
 - Study to evaluate project economics and QF status associated with planned changes to operations and water supply. (2001)
- **Confidential Client**
 - Performed feasibility study for a pulverized coal station contemplated for construction in central Kentucky. (2001)
- **Confidential Client**
 - Performed feasibility study for a coal station contemplated for construction in western Kentucky. Study considered PC and FBC alternatives. (2001)
- **Credit Suisse First Boston**
 - Participated in S&L's due diligence review of the Pike station being developed by NRG. (2002)
- **Confidential Client**
 - Developed replacement cost new less depreciation estimates for a transmission and distribution system in the northwestern U.S. in support of determination of an investor-owned utility's (IOU) compensation in a condemnation proceeding involving a municipality taking over the IOU's assets. (2000)
- **Inter-American Development Bank/Overseas Private Investment Corporation**
 - Due diligence review of the TGM natural gas pipeline (2.8 million m³/day, 437 km long) from Argentina to Brazil. (1999 to 2000)
- **Overseas Private Investment Corporation**
 - Due diligence review of the AES Uruguaiana combined cycle generating plant in Brazil. (2001)

- **Illinois Power Company**
 - Development of fair market value of coal-fired generating assets and combustion turbines in support of a mortgage indenture release. (1999)
 - Development of fair market value of Clinton Nuclear Station in support of a mortgage indenture release. (1999)
- **ANZ Investment Bank**
 - Due diligence review of the AES Haripur combined cycle generating plant in Bangladesh. (2001)
 - Due diligence review of the AES Kelanitissa combined cycle generating plant in Sri Lanka. (2001)
- **Egyptian Electricity Authority**
 - Evaluation of financing plans contained in BOOT proposals for the Port Said East and Suez Gulf power projects. (1998 to 1999)
- **Egyptian Electricity Authority/USAID**
 - Process reengineering project reviewing business processes of the Alexandria Electricity Company in Egypt. Assigned to reengineering team for the analysis of the financial and administrative processes. (2000)
- **Confidential Client**
 - Developed the standard pro forma project evaluation model used by the non-regulated arm of a midwestern electric utility for its use in evaluation of development opportunities and powerplant investment opportunities. (1999)
- **Hyundai Energy**
 - Developed financial model for developing the financing plan contained in a preliminary information memorandum aimed at attracting financing for the Yulchon build-own-operate combined cycle project in South Korea. (1998)
- **E. I. DuPont de Nemours/American Electric Power**
 - Developed financial models to determine asset values and establish lease rates for a complex sale-leaseback arrangement between a large U.S. chemical corporation and a major U.S. electric utility holding company. (1997 to 1998)
- **International Finance Corporation**
 - Due diligence review of build-own-operate diesel engine generating project in Kenya, fueled by heavy fuel oil. (1998 to 1999)
 - Due diligence review and asset valuation of generating, transmission, and distribution assets in the state of Nueva Esparta, Venezuela as part of an intended privatization process. (1996)

KENNETH W. DAVIS
Principal Consultant - Financial
Global Energy Consulting

Sargent & Lundy

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- **Niagara Mohawk Power**
 - Cost/benefit analysis comparing the costs of a unified nuclear plant maintenance program approach versus undertaking each plant modification separately. (1996)
 - **Confidential Client (U.S. Bank)**
 - Due diligence review of coal-fired power plant in Australia for a lease transaction. (1996)
 - **Sumitomo International Finance Australia Limited**
 - Due diligence review of Loy Yang A power station and brown-coal mine (Australia) regarding an offer to finance purchase of the station by the independent power subsidiary of a U.S. utility holding company. (1997)
 - **International Finance Corporation**
 - Due diligence review of independent power projects, focusing on heavy fuel oil availability (Pakistan). (1995)
 - **Confidential Clients**
 - Proposal support for a large Japanese trading company and a large construction company regarding independent power producer bids for 2 x 600 MW coal-fired units, including financial modeling and bid tariff determination. (1995)
 - **Confidential Client**
 - Due diligence study regarding possible purchase of coal-fired generating capacity in the People's Republic of China by the independent power subsidiary of a utility holding company in the U.S. (1994)
 - **Kansas City Power & Light Company**
 - Asset valuation regarding common plant facilities at an existing coal-fired power plant that would be used by an independent power developer at that site. (1995)
 - **MidAmerican Energy**
 - Evaluation of alternatives regarding a utility company's receipt of an offer from a large customer to purchase one of the utility's power plants adjacent to the customer's industrial facility. (1997)
 - **First Chicago Leasing**
 - Due diligence review and asset valuation of large high-voltage transmission system in Australia in support of a lease transaction. (1997)
 - **International Finance Corporation**
 - Recommendations concerning appropriate size of major maintenance reserve fund for combined cycle power plant in India. (1997)
 - **TU Electric**
 - Economic evaluation of flue gas desulfurization (FGD) waste disposal options. (1994)

KENNETH W. DAVIS
Principal Consultant - Financial
Global Energy Consulting



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- **Hawaiian Electric Company, Inc.**
 - Cost/benefit studies of proposed power plant modifications. (1996)
 - **Lower Colorado River Authority**
 - Cost/benefit studies using in-house economic model of proposed power plant modifications. (1994)
 - **BATAN (Indonesia)**
 - Independent review, on behalf of the Indonesian atomic energy agency, of financial and economic aspects of a feasibility study for a nuclear power station proposed for the island of Java in Indonesia. (1994)
 - **Waigaoqiao Power Station (China)**
 - Economic evaluation of unit size alternatives and development of liquidated damages figures for major contracts in the procurement specifications for supercritical coal-fired plant. (1996)
 - **Korea Atomic Energy Research Institute**
 - Model development and economic study of alternatives for disposal of spent commercial nuclear fuel for Korea's nuclear energy program. (1995)
 - **Cinergy**
 - Competitive study on behalf of an electric utility of breakeven electric power and steam prices for a major customer's cogeneration alternatives. (1995)
 - **Confidential Client**
 - Competitive study on behalf of the independent power subsidiary of an electric utility of breakeven electric power and steam prices for a customer's cogeneration alternatives (a paper company). (1996)
 - **PPG Industries, Inc.**
 - Lake Charles.
Coal conversion study. Estimated coal costs for proposed cogeneration project. (1981)
 - **Illinois Institute of Technology**
 - Industrial cogeneration study. (1980 to 1981)
 - **Arizona Public Service Company**
 - Palo Verde 1-5.
Estimated and supported lifetime fuel costs for equivalent coal and nuclear generating capacity. (1979 to 1981)
 - **Dean Witter Reynolds**
 - Market study. Prepared report describing factors affecting the uranium market and future price trends for uranium. (1978)

- **Florida Power & Light Company**
 - Site study. Estimated station lifetime coal transportation cost differentials for coal station site study, including consideration of rail and water transport modes. (1978)
- **PSI Energy**
 - Marble Hill 3 and 4.
Prepared specifications and evaluated bids for nuclear fuel; assisted in fuel contract negotiations. (1977 to 1978)
- **Wisconsin Power & Light Company**
 - Estimated lifetime fuel costs for equivalent coal and nuclear generating capacity for system expansion study. (1977)
- **The Israel Electric Corporation Ltd.**
 - NP 1.
Prepared specifications and evaluated bids for nuclear fuel. Also trained utility fuel management personnel. (1974 to 1976)
- **The Cincinnati Gas & Electric Company**
 - Zimmer 1 and 2.
Prepared specifications and evaluated bids for nuclear fuel; prepared report recommending staffing, organization, and duties of nuclear fuel management group. (1974 to 1975)
- **Northern Indiana Public Service Company**
 - Bailly N1.
Evaluated alternative supply and pooling arrangements for separative work procurement. (1974)
- **Southwestern Electric Power Company**
 - Generic study. Forecasted availability and cost of fuel for light water nuclear generating units. (1974)

PUBLICATIONS

"Powerplant Economics," presented at American Coal Council meeting on Mercury & Multi-Emissions Compliance: Strategies & Tactics for New & Existing Coal Plants; Dallas, Texas; March 24, 2004.

"Evaluating Coal-Fired Power Generation Technologies to Meet Future Generation Needs," presented at COAL-GEN 2001, Chicago, Illinois, July 25-27, 2001.

"Financial Modeling Issues in Acquisition or Development of Generating Assets," presented to the American Power Conference, April 2000.

"Prospects for Reserve Margin Shortfalls in the United States," presented to the American Power Conference, April 1982.

KENNETH W. DAVIS
Principal Consultant - Financial
Global Energy Consulting



"Nuclear Fuel Management Programs and Educational Requirements," presented to the American Nuclear Society, November 1979.



Proposal For Steam Plant Work-Out Plan



**Menasha Utilities
Menasha, WI**

Benetech Proposal Number 227007CGP

Prepared by: Andy Hunter, Manager

Date: March 12, 2007

I. EXECUTIVE SUMMARY

BENETECH PHILOSOPHY

The control of PRB coal dust has evolved over the past 25 years, with various technologies leading the way with little or no coordination of those technologies. The result has been large capital or O&M outlay with less than acceptable results. Benetech has learned through experience that this situation, coupled with increasing concern over safety, health and risk mitigation, has created a need for a Total Dust Management® approach. We believe the future to be one of a coordinated and integrated technological control and have structured the Company to provide the necessary financial strength, background and knowledge that support this direction. Benetech is committed to working with you to achieve your goals at the lowest cost.

TECHNOLOGY INTEGRATION

Benetech has assessed the needs of the plant and will utilize our experience in the stated technologies to provide you a comprehensive plan which cost effectively addresses your requirements.

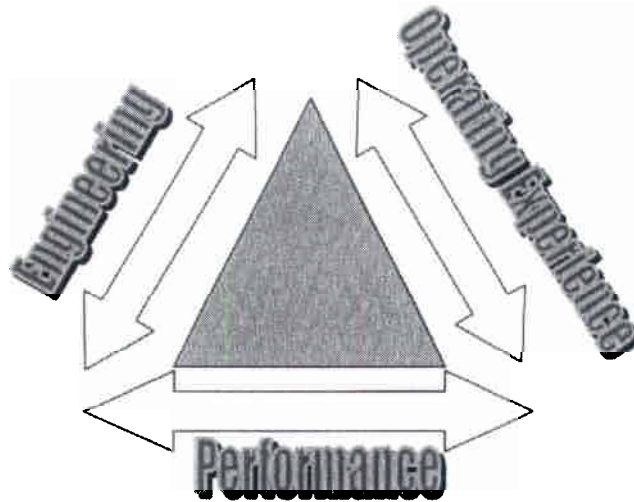


Benetech has assembled a proposal that addresses an integration of proven technologies, reducing or eliminating risk through the application of these technologies. Based on engineering calculations, modeling and best practices, these technologies will accomplish the project goals and allow for a sustainable reduction in risk. We stand behind the proposal and any guarantees outlined in this submittal.

II. COMPANY STRUCTURE AND SUPPORT CAPABILITIES

THE COMPANY STRUCTURE

Benetech possesses the talents, technologies and experience with our Tripod Structure of Success.



ENGINEERING

Benetech possesses the largest, most experienced and most diverse engineering group relative to our competitors. Our team supports each project from design through installation and startup. Our engineering capabilities separate us from our competition and have allowed for over 20 years of sustained growth.

PERFORMANCE

Our customers convey over 500 million tons of PRB coal per year. As a pioneer in PRB material handling since the late 1980's, Benetech's proven performance is reflected in our continuous growth and customer loyalty. This performance knowledge is integrated into each technology package and continues to be a building block of dust management and risk mitigation. Benetech offers a variety of support based performance programs that assist our customers in quantifying the value of their investments.

Most equipment companies sell, design, install and leave. Benetech's unique structure and culture promotes a "stick-with-it" program, in which we work along side our customers, creating a sustainable solution.

Introduction to Plant Professionals

The Benetech / Plant Professionals™ (P²™) TEAM has extensive experience and past successes related to auditing existing systems for capital planning, Powder River Basin (PRB) conversion planning, coal handling & operations support, risk identification & classification and training. The Benetech / P²™ TEAM has combined experience of over 950 years as well as in depth knowledge and experience handling over 525 million tons of sub-bituminous/PRB coal per year. The group has participated in more than 30 sub-bituminous/PRB coal conversions, identifying and implementing coal handling systems modifications to allow safe efficient handling of PRB Coal.

As detailed in the following proposal, the list of achievements and successes in handling this type of fuel demonstrates the high quality of management and prioritization skills offered by the Benetech/P²™ Group. In addition, Benetech supplements the P²™ Group with Technology Engineers who have specialized knowledge and operating experience related to all of the currently available material handling technologies, capabilities and limitations and design parameters.

Material handling systems assessments are based on knowledge and experience in handling sub-bituminous fuels and the unique challenges of handling PRB Coal. The Benetech/P²™ TEAM generates reports that are specifically customized to meet the requirements of each customer.

Benetech, Inc./P²™ Experience

The Benetech / P² Group offers extensive operating experience and achievement to draw from. Several members have come from "PRB Plant of the Year" facilities and were instrumental in the decisions that culminated in the receipt of this prestigious award. This network of experienced managers and operations personnel provides an advanced capability to assure direction related to improving productivity and safety, while at the same time, reducing operating & maintenance costs and risks. The expertise that this group brings to the market includes:

- Coal pile management
- Sub-bituminous/PRB coal handling characteristics
- Containment systems
- Transfer chute designs conducive for handling sub-bituminous/PRB coal
- Dust collection and suppression systems for sub-bituminous/PRB coal
- Bulk material handling systems
- Fire Protection Systems
- Fire brigade structure and training for plants consuming sub-bituminous/PRB coal
- Specific sub-bituminous/PRB coal-related systems design guidelines and recommendations
- Spontaneous combustion management practices and safety awareness practices
- Railcar (rotary and bottom dump), barge and lake/river vessel coal handling experience
- Bulk material handling experience and knowledge related to a wide range of industrial processes (cement, steel, refinery, paper processing, etc.)

III. BENETECH/P2 PRB ASSESSMENT SAMPLE EXPERIENCE

<ul style="list-style-type: none"> • AES Somerset • Allegheny Energy <ul style="list-style-type: none"> – Ft. Martin – Hatfield's Ferry – Willow Island • AmerenCILCO <ul style="list-style-type: none"> – Duck Creek – Edwards • AmerenCIPS <ul style="list-style-type: none"> – Hutsonville – Meredosia, – Newton • AmerenUE • Associated Electric Cooperative, Inc. <ul style="list-style-type: none"> – New Madrid – Thomas Hill • Dominion Energy - Kincaid • Duke Power - Buck 	<ul style="list-style-type: none"> • Dynegy Midwest Generation – Havana • FirstEnergy Corp. <ul style="list-style-type: none"> – Ashtabula – Bayshore – Burger – Eastlake – Lakeshore – W. H. Sammis • Lower Colorado River Authority (LCRA) - Fayette • NRG Energy, Inc. <ul style="list-style-type: none"> – Dunkirk – Indian River – Somerset • Ontario Power Generation - Nanticoke • NB Power - Belledune • PSEG – Bridgeport, Hudson
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P2 and Benetech Experience

• Total Tons of Coal per Year	525 million
• Total Sub-Bituminous Tons per Year	485 million
• Combined Experience within Benetech	950 Years
• Number of Utilities	90
• Number of Plants	178
• Repeat Customers	95%

IV. PROPOSAL PRICING AND SCHEDULE

Provide operational and financial support per Detailed Project Scope at the following rates:

- Price will be \$150.00 per straight time man hour, plus expenses billed at cost.
- Entire project will be complete with a "Not to Exceed" value of \$30,000.00.
- At any time, Menasha can terminate this contract without penalty.

Pricing is valid for 30 Days

Payment Terms: N30 from Invoice Date

V. DETAILED PROJECT SCOPE

Project Scope

Scope of deliverables:

1. Complete Operational review to identify key issues and problem areas along with the development of recommended courses of action.
2. Financial review of the current status of the Menasha Utilities financial situation. Identify the key elements contributing to the current cash flow shortfall that Menasha is experiencing and make recommendations regarding what needs to be addressed and establish a priority for each recommendation.
3. Assist with the preparation of a revised financial plan which will incorporate the recommended operational and financial initiatives needed to support a viable and healthy Menasha Utilities.
4. Develop a go forward plan for addressing each of the operational and financial issues which Menasha is currently facing. Assist Menasha Utilities management with the preparation of a presentation which would be made to the Council for approval to proceed with the proposed plan.
5. Assist Menasha Utilities management in the development of a sound strategy for re-negotiating the Steam Supply Agreements, and assist management in the development of a presentation to the steam customers.
6. Assist Menasha Utilities management in finalizing a Coal Supply Contract and provide recommendations regarding both short and long term strategies for dealing with the dustier, but less costly PRB coals.

Optional Project Scope Items

1. At the request of the Council/Commission, assist Menasha Utilities with the liquidation of steam and/or electric assets on a Time and Material Basis. A Change Order would need to be issued to Benetech, Inc., if this optional scope deliverable is added to the project by Menasha Utilities.

VI. PROJECT TEAM MEMBERS

The Benetech/P2 Team will be made up of members with a strong history in dealing with PRB coal. These team members have years of experience in dealing with PRB coal from material handling to boiler operations.

Please see following resumes/bio's of a sampling of the Benetech/P2 Team Member experience.

RONALD A. WESTFALL
TDM MANAGER

Work History

23 years of combined experience at:

- **Dominion Energy Kincaid Generating Station, 1,319 MW.** Burns 4 million tons of PRB coal per year.

Fuel and Site Services Manager:

- * Managed staff of 25 personnel including foremen and supervisors
 - * Managed all aspects of fuel yard including:
 - ✓ Unloading of barges
 - ✓ Rail car dump
 - ✓ Storage and stockpile
 - ✓ Crushing
 - ✓ Maintenance
 - ✓ Delivery of coal to bunker
 - ✓ Ash disposal
 - * Managed the conversion of Illinois coal to PRB coal from 1999 – 2000.
- **Associated Electric Station New Madrid, 1,200 MW.** Burns 4 million tons of PRB coal per year.

Yard Operations Superintendent:

- * Supervised staff of 40 employees
 - * Supervised all aspects of yard operations including
 - ✓ Unloading of barges
 - ✓ Rail car dump
 - ✓ Storage and stockpile
 - ✓ Crushing
 - ✓ Maintenance
 - ✓ Delivery of coal to bunker
 - ✓ Ash disposal
 - * Managed the coal conversion to PRB Coal from 1993 to 1995
- **Nemo Coal Company,** handles 1.2 million tons of high sulfur Missouri coal per year.

Preparation Superintendent:

- * Direct supervision of 30 employees
- * Responsible for deliveries from the mine to the preparation plant

- * Managed the operations and maintenance of the plant
- * Responsible for coal quality
- * Responsible for deliveries to customers

Welder

Education and Achievements

- United States Navy
 - * 1966 – 1969 Supply PO3
- Led Dominion Energy Kincaid Generating Station to receive “PRB Coal-Fired Plant of the Year” award in June, 2001
- Co-authored paper on PRB Conversion which was presented at PRB Coal Users Group Annual Meeting in 2001 & published in *POWER* in 2001.
- Led Associated Electric New Madrid Station to receive “PRB Coal-Fired Plant of the Year” award in June, 1996

Function and Responsibility within Benetech's Organization

Mr. Westfall's primary function within the Benetech organization is to utilize his strong knowledge in technology integration and material handling experience to present Benetech's TDM concept to the market place, as well as orchestrate the implementation of TDM projects.

Mr. Jim Herrman, Chief Financial Officer, Benetech

Mr. Herrman joined Benetech in March of 2002 and has extensive financial and operational experience within manufacturing companies. His work experience of thirty four (34) years includes 14 years in the financial area in which he most recently served as CFO of an aviation aircraft parts supplier, and now as Benetech's CFO. He also has an extensive background on the operational side with over seventeen (17) years of experience in this area. He has served as the Vice President of Operations for a large truck trailer manufacturer, has been president of a manufacturer of sewer cleaning equipment and has served as president of a waste equipment manufacturer in which he led a management buyout of this company from the holding company. Jim has a proven track record of being a key contributor to the growth of the businesses that he has been associated with, a number of companies which have been in highly leveraged situations. Jim earned his BS degree from Purdue University in Business Economics and holds an MBA degree from DePaul University.

Joseph J. Pieters, North Central Region Manager

Work History

Alliant Energy's Corporate Headquarters – 21 years combined experience

Executive Director – Combustion Initiative:

- * Reported to Executive Vice President
- * Developed the Combustion Department, hiring all personnel, planning the schedule and securing the funding.
- * Managed strategic initiative to reduce NOx emissions using cutting edge technology at all Alliant Energy's major generating facilities (13). Responsible for all facets of project design, planning and implementation for this successful, high profile initiative. This initiative went on to become "SmartBurn"

Project Manager - Engineering:

- * Responsible for trouble shooting and project management for the power plants.

Nelson Dewey Generating Station

200 MW, burns a blend of 700,000 tons per year of which 611,000 tons is PRB Coal.

Plant Manager:

- * Responsible for staff of 63 plant personnel
- * Responsible for all facets of financial and operational functions

Assistant Manager Operations:

- * Supervised staff of 30 people
- * Oversight of daily operations, scheduling and project management
- * Troubleshooting and team building

Assistant Manager Maintenance:

- * Supervised staff of 15 people.
- * Responsible for all facets of plant maintenance.
- * Oversight of short and long-term planning, scheduling
- * Troubleshooting and team building

Lansing Power Plant, 340 MW. Burns 1.4 million tons of PRB Coal per year.

Plant Manager:

- * Responsible for staff of 63 plant personnel
- * Responsible for all facets of financial and operational functions

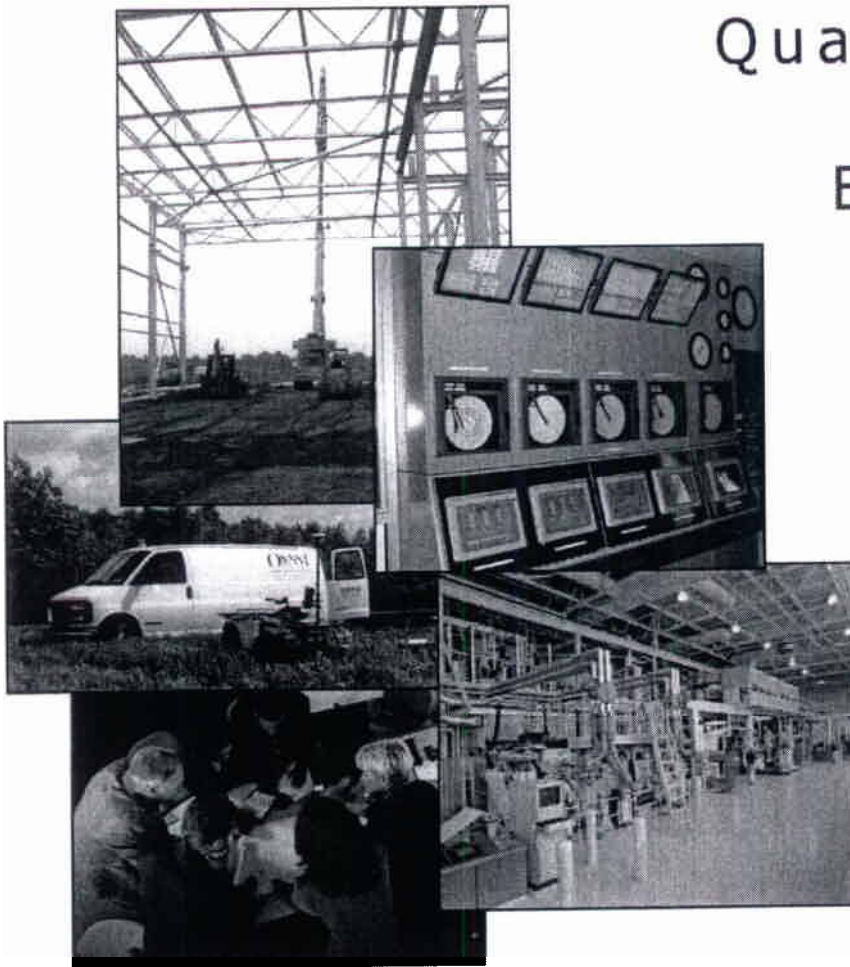
Education and Achievements

- University of Wisconsin - Madison
 - * BS Mechanical Engineering
- Licensed Professional Engineer in the State of Wisconsin
- President Cassville School Board – 14 Years
- Active Member of A.S.M.E. – 10 years
- Active Member of Wisconsin Society for Professional Engineers
- Various technical and management certifications

Qualifications and Experience

Engineering
Consulting Services

2007



OMNI
ASSOCIATES

Professional Services Agreement: "Menasha Utilities – Cost Estimating Using Risk Analysis Techniques"

THIS AGREEMENT is entered into between **Menasha Utilities** (Client), 321 Milwaukee Street, P.O. Box 340, Menasha, WI 54952-0340, and **OMNNI Associates, Inc.** (Consultant), One Systems Drive, Appleton, WI 54914, for the following reasons:

1. Client intends to perform a cost analysis of its operations (the Project); and,
2. Client requires certain professional services in connection with the Project (the Services); and,
3. Consultant is prepared to provide the Services.

In consideration of the promises contained in this Agreement, Client and Consultant agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be March 19, 2007.

ARTICLE 2 – GOVERNING LAW

This Agreement shall be governed by the laws of the State of Wisconsin.

ARTICLE 3 - SCOPE OF SERVICES

A. Consultant shall provide the Services described as follows:

- 1) Set up a series of Excel spreadsheets, containing income and expense data, each dealing with a particular aspect of the business. Based on input from Client, a level of detail will be chosen that is meaningful to the business. Various spreadsheets will feed into a final balance sheet.
- 2) Based on input from Client, develop reasonable ranges and distributions for various variables that affect the balance sheet.
- 3) Run 1,000 simulations of all of the various spreadsheets, using Monte Carlo techniques to randomly generate values from the distributions previously set up for the variables. Produce a probability distribution for the outcomes on each of the spreadsheets.
- 4) Perform a sensitivity analysis on each outcome, to determine which variables weigh most heavily on the outcomes.
- 5) Discuss with Client probable outcomes.
- 6) Produce a report with simulation results.

B. The following Services are not initially included in this Agreement, but shall be provided as Additional Services if authorized or confirmed in writing by the Client:

- 1) Trend analysis.
- 2) Public hearings.

C. In conjunction with the performance of the foregoing Services, Consultant shall provide three copies of the report described above. Additional copies will be furnished at the rate of \$30/report.

ARTICLE 4 - SCHEDULE

Consultant shall perform the Services and release the related Documents in a timely fashion. Final completion of Consultant's services is effective with delivery of the report described above.

ARTICLE 5 - COMPENSATION

In return for the performance of the foregoing obligations, Client shall pay to the Consultant on a time-and-materials basis according to the attached fee schedule. The amount is estimated to be \$10,000.

Compensation for Additional Services (if any) shall be paid by Client to Consultant on a lump sum or hourly cost plus expenses basis, as specified in any subsequent authorization for such services.

Client shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 6 – CLIENT'S RESPONSIBILITIES

Client shall perform and/or provide the following in a timely manner so as not to delay the Services of the Consultant. Unless otherwise provided in this Agreement, Client shall bear all costs incidental to compliance with the following:

Paper Facilities Experience

One of OMNNI's greatest strengths is the ability to bring together a team of industry experts with experience specific to your project. The following represents staff experience with large manufacturing facilities:

Admanco, Inc.

- Facility expansion design, *Ripon, Wisconsin*

Appleton Coated

- New paper machine line, *Combined Locks, Wisconsin*

Appleton Papers

- Upgrade paper machine line, *West Carrollton, Ohio*
- Press rebuild, *Combined Locks, Wisconsin*
- Dry end pulper, *Roaring Spring, Pennsylvania*

Blandin Paper

- Equipment installations, *Grand Rapids, Minnesota*

Confidential Client

- Field verification and creation of PI&Ds. Updated controls on impregnation line, *Green Bay, Wisconsin*
- Miscellaneous structural projects, *Green Bay, Wisconsin*

Confidential Client

- On-site control engineering for entire mill, *Beech Island, South Carolina*
- Electrical and instrumentation for three paper machines and converting, *Neenah, Wisconsin*

Fox River Paper

- Dryer Rebuilds, *Appleton, Wisconsin*

Georgia-Pacific Corp.

- Onsite drafting and design, *Green Bay, Wisconsin*

Green Bay Packaging

- New dilution headbox, pulp mill cluster rules documentation, *Morrilton, Arkansas*

James River Company

- Equipment installation, *Portland, Oregon*
- Paper machine rebuilds, *Naheola, Alabama*
- Secondary fiber equipment, *Green Bay, Wisconsin*

Liberty Paper

- Electrical room building addition, *Becker, MN*

Louisiana-Pacific Corporation

- Dryer replacements and line upgrades including three building additions, *Hayward, Wisconsin*.
- Dryer replacement, line upgrade, and miscellaneous equipment installation, *Newberry, Michigan*
- Dryer replacement and new control room design, *Sagola, Michigan*

Madison Paper

- Paper machine modernizations, *Alsip, Illinois and Madison, Maine*

Mead (MeadWestvaco)

- Coating, steam, refining, stock prep and miscellaneous projects, *Escanaba, Michigan*

Michigan Paperboard

- 6-ply headbox, *Battle Creek, Michigan*

Overly Inc.

- Equipment design, *Kaukauna, Wisconsin*.

PCA

- Stock preparation, plant-wide steam and PRV study, *Tomahawk, Wisconsin*

PH Glatfelter

- New coater, stress analysis, dryer rebuild, *Spring Grove, Pennsylvania*

Raflamerica

- Greenfield facility, Fletcher Mill, *North Carolina*

Republic Paper Board Company

- Greenfield facility, *Lawton, Oklahoma*

Rolco International

- Converting equipment design, *Neenah, Wisconsin*

SHW, Inc.

- Machining plant design, *Torrington, Connecticut*

Stora Enso

- Paper machine upgrade, *Wisconsin Rapids, Wisconsin*
- Two paper machine upgrades, *Kimberly, Wisconsin*

Stowe Woodward

- Bridge crane upgrade, *Menasha, Wisconsin*

Voith

- Facility design, *Appleton, Wisconsin*

Voith Sulzer Paper Technology

- Facility electrical systems, *Appleton, Wisconsin*

Study Investigation Areas

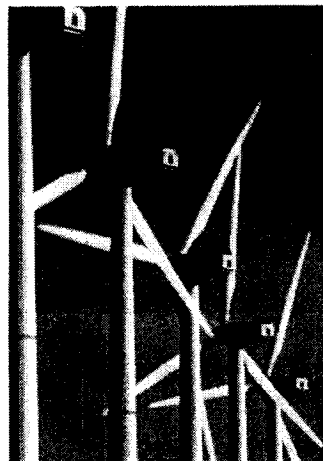
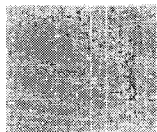
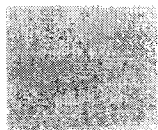
Operations and facilities differ from client to client. As a result, OMNNI will customize our approach, study personnel, and scope of services to meet each client's specific needs. Our customized study scope of services can address any of the following areas:

- Process and equipment revisions to gain advantages in energy consumption
- Building envelope modification
- Boiler improvements / replacement
- Chiller improvements / replacement
- Building utility services review (example lighting)
- Automation of building controls systems
- HVAC systems optimization
- Building landscaping
- Chiller water, steam, and hot water piping and distribution system optimization
- System balancing
- Utility metering
- Plant electric motors and drives
- Refrigeration system improvements
- Cogeneration
- Computer simulation of process energy usage
- Electrical power factor correction
- Load monitoring and power shedding
- Renewable energy systems
- Alternative fuels
- Energy recovery from waste and discharge streams
- Rate reduction



World leader

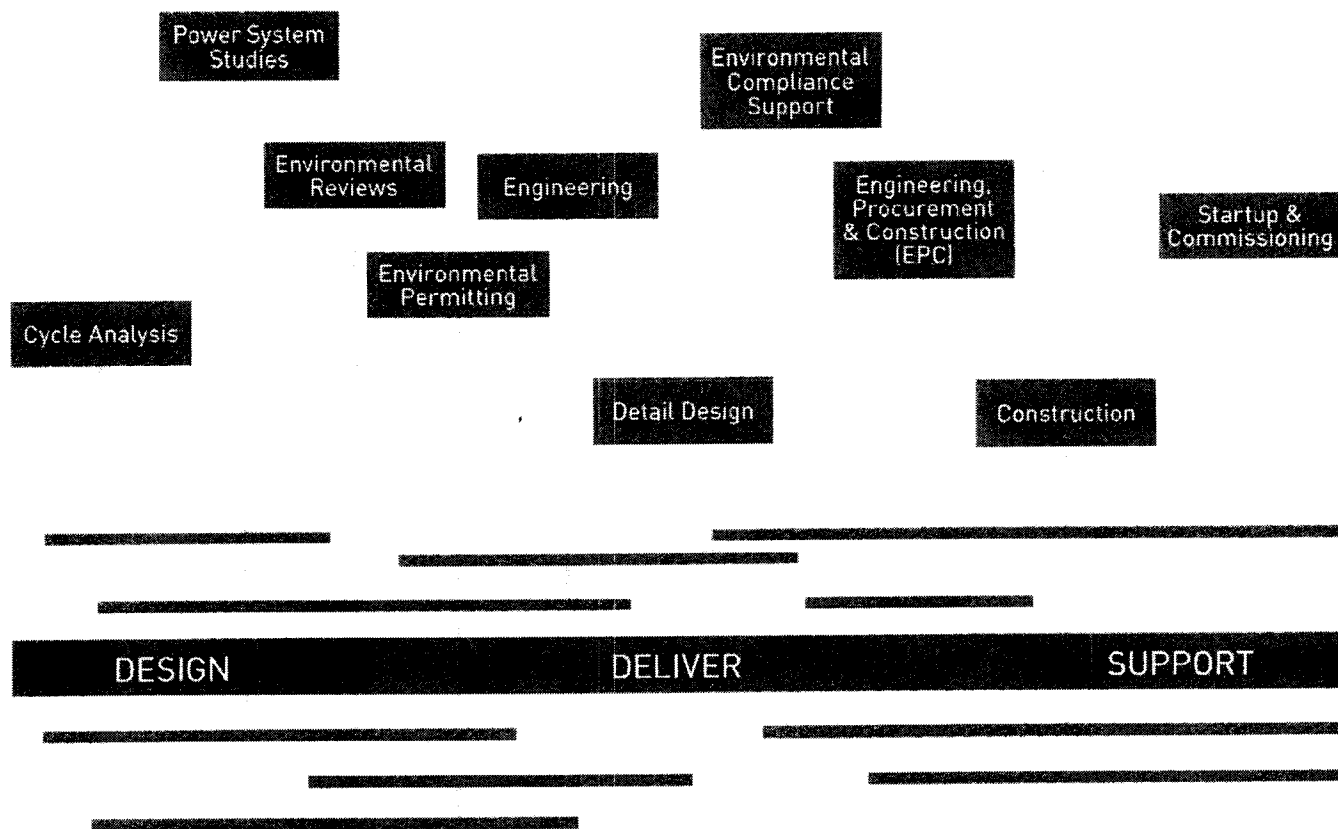
AMEC is a leading international project management and engineering services company with more than 20,000 employees. The company has a network of offices throughout the U.S., Canada and the UK, as well as regional offices and projects worldwide. In North America, AMEC has approximately 7,000 employees operating from over 150 offices. We design, deliver and support client assets, from local technical services to international landmark projects.



Powerful capabilities

AMEC provides a full range of environmental, engineering, procurement and construction services to utilities, industry, contractors, financial institutions and governments worldwide.

AMEC's experience includes thermal power generation (simple/combined cycle, cogeneration, coal/gas-fired); leadership in licensing, design and installation of renewable energy (wind power, hydro generation, solar and energy-from-waste); transmission and distribution; dedicated management consulting; environmental planning and licensing; operations and maintenance services; and transactional due diligence.



From: "Dunlap, Nathaniel W (Bill)" <bill.dunlap@amec.com>
To: "Doug Young" <DYoung@wppisys.org>
Date: 3/1/2007 7:21:09 AM
Subject: RE: Steam Plant Workout Plan

Mr. Young,

Thank you for the description of the issues. I'm sorry. Those are some tough issues to be dealing with. Prior to receiving your note, I had started writing up what I thought I heard over the phone. It is not too far off what you wrote. I drafted a suggested scope of work, which may need to be modified and marked up. What I have prepared is not complete and "official" but rather what I thought I hear Steve ask for, a first pass.

What I was thinking prior to your note was:

- this could take maybe 4 weeks on the short side and maybe 6 weeks on the short side to complete the first round
- I was thinking:
 - Dunlap for a total of 2.5 weeks x 40 hr/wk x billing rate = \$15,000
 - Patterson for about a week of 1.0 x 40 x billing rate = \$ 5,200
 - Porshnova for probably 2.5 weeks x 40 hr/wk x billing rate= \$ 9,000
 - Batson or someone like that 10 hrs x billing rate =

Subtotal \$29,800

If one or more of us needs to travel to the plant, expenses might run between \$1500 and \$3000. Also, it make take more or less of my time, more or less of Maria's time, since a lot of what you want is financial. DeWitt can handle the contracts and advise you on them. He is an expert at that. Another idea, to save on cost and expenses, we'd suggest doing as much of this in our offices as practical, rather than travel. To accomplish that, you'd have to send us a lot of the stuff, especially income statements, financial plans, work done by others, etc. We could do a lot by phone, conf calls, etc.

Now that I've read what you wrote, I can see this might be a couple phases or steps to this. What I drafted for your initial review and comment was based on a step 1 or phase 1. I think you have listed some items that might go beyond that and the 6 week time period I'm suggesting as a target.

Said another way, what I'm getting on this end from our conversation and your note is that some assumptions were made by several individuals that haven't turned out well? I think you must have a business plan and sample income statement that wasn't done well or to your benefit. You have some steam sale contracts that are not in line with expenses, which is certainly not a good thing. What I'm suggesting is that you be prepared to give me your last five years income statements, copies of your steam contracts, copies of your fuel contracts and a copy of your contract for electricity sale. What I think we ought to do is prepare a proper income statement for your to go by, ie, a model. Then, I have talked with Maria about preparing a simple, hopefully simple, operating

financial model with Inputs and Outputs. You plug in what your fuel cost is, today, and the model outputs what your need for steam sales and electricity sales to achieve and maintain a 1.30 debt coverage ratio and what escalation will probably do to those numbers for the next five years or maybe we set it up for 10 years.

What it sounds like to me is you've probably either gotten weak advice or poor assumptions, maybe missed or skipped a step or two and gotten into a situation where your income is equal to or less than your expenses. Not a good situation as you know. When we set up a business like this in the past, we have always set up a business model/pro forma/income statement that has income exceeding expenses by at least 30%. If you do that, the business flows pretty well and as part of that income statement, you have debt service. A properly set up business has to service debt, pay expenses and have some margin at the end of the day. Sound simple but in your case, it will take some doing to work out of this, if we can work out of it. If we can't, you properly propose shutting down the plant and looking for someone to assume the debt and clear the books. Lets hope it doesn't come to that, but, it could.

I'm going to attach a draft proposal letter to see if we are starting in the direction you want to go, attaching a Services Agreement for your review, attaching my idea of a scope of work, with billing rates and suggesting you set and we agree on a not to exceed cap while we work on a time and expense basis, at your call and direction. I would suggest the initial cap might be about \$33,000 but it probably needs to be higher based on your note, maybe \$50,000. I now money and cash flow are an issue for you, reading your note. Willing to work with you as we can based on our Company's guidelines. We can identify the issues, identify the solution but effecting the solution with your contracts and customers will probably prove to be the main issue. Adding customers sounds like a good thing to do, if that is at all practical. From what we discussed over the phone and what I remember from visiting the plant once with Steve Fields, you have what I would suggest is a coal fuelled plant primarily set up and configured for producing steam. It can produce some electricity but maybe not at a low buss bar cost, but not sure of that.

Please read what I'm attaching and see where you want to go from here? I don't have a Company annual report electronically and the Year 2006 is not published, yet. 3rd week of March we hear. However, you can go to www.amec.com and see a lot about our company. AMEC is a large, multi-national company located all over the world. The sun never sets on an AMEC office and we draw on resources in various offices around the USA and Canada on a virtual office basis. We have over 100 AMEC E&E offices in North America that are involved in permitting, remediation, emissions, and environmental work. We have a large mining operation, a large oil and gas operation and we own our own coal mining and coal handling design and installation firm. I like to say that AMEC is like a large warehouse of services. You, as a customer, can walk down thru the warehouse and only pick out those items you need to meet your needs. That is sorta shown on page two of the attached brochure.

I'll look to hear from you or Steve. Let me know what you think and if we are thinking about the same sorta scope. If not, we'll be glad to adjust our perspective to suit. Thank you for allowing the phone call

this week. I was surprised but glad Dick and Steve called and you joined in. You, indeed, have a tough situation and you do need some help. We'd like to help.

Bill
N. W. Dunlap, Jr. PE

-----Original Message-----

From: Doug Young [mailto:DYoung@wppisys.org]
Sent: Wednesday, February 28, 2007 5:25 PM
To: Dunlap, Nathaniel W (Bill)
Cc: Steve Grenell
Subject: Steam Plant Workout Plan

Bill- nice to briefly speak with you the other day. I've prepared these thoughts for a work out plan and although not complete, it will give you some idea of what we're asking. Could you provide us an estimate? Some items, we understand, are open ended. It may be helpful to identify these as such.

Douglas Young
General Manager, Menasha Utilities
Menasha, WI 54952
920.967.5178
www.menashautilities.com

CC: "Steve Grenell" <sgrenell@wppisys.org>, "Patterson, Dewitt" <dewitt.patterson@amec.com>, "Garren, Joe" <Joe.Garren@amec.com>, "Porshnova, Maria" <maria.porshnova@amec.com>

▶ Following draft proposal letter.



Letter Agreement for Services

[Date]

MENASHA UTILITIES
198 River Street
P. O. Box 340
Menasha, Wisconsin 54952-0340

Attention: Mr. Douglas Young
General Manager
Menasha Utilities

Re: Power Plant Business Consultation

Dear Mr. Young:

This letter will confirm the terms of our engagement for the above project.

The terms of our agreement for the services to be provided by us in respect of this project are set out in the attached Terms of Agreement and Appendices, where we are referred to as "AMEC", you are referred to as "CLIENT", and we are collectively referred to as the "Parties".

Appendix 1 sets out the services to be provided and Appendix 2 sets out the compensation as agreed, and they, together with the Terms of Agreement, are also referred to as the "Agreement".

The Terms of Agreement include your obligations as well as ours. We shall provide our services, and any other services you may request, in accordance with these Terms of Agreement.

Please sign in the space indicated below and return a signed copy to us.

We thank you for this opportunity to be of service to you and look forward to our continued relationship.

Sincerely,

N. W. Dunlap, Jr. PE
Staff Engineer, Power Generation
AMEC International, Technology & Consulting
864-458-3618
864-458-3700

cc:

Accepted and Agreed on _ day of ____, 200_:

Menasha Utilities

by: _____

(Attach Terms of Agreement, Appendix 1, Scope of Services, and Appendix 2, Compensation Schedule)

Terms of Agreement

1. **SCOPE OF SERVICES.** The services to be performed by AMEC are described in Appendix 1 and are hereinafter referred to as the "Services".

CLIENT agrees to promptly provide to AMEC all documents, data and other information that it has in its possession or control and that are reasonably required for the performance of the Services to AMEC, and unless the contrary is specifically set out in Appendix 1, AMEC shall be entitled to rely upon the accuracy and completeness of all such information. CLIENT agrees to provide AMEC with such access to the project site as AMEC shall reasonably require for the performance of the Services.

2. **COMPENSATION AND PAYMENT.** CLIENT agrees to pay AMEC for performance of the Services such amounts as are calculated in the manner set out in Appendix 2.

3. **TIME FOR COMPLETION.** AMEC will commence the Services promptly and will proceed with due diligence until completion of the Services. However, it is agreed and understood that AMEC shall not have any liability or responsibility of any kind to CLIENT or any third party for delays in the performance of its Services or the impact of such delays on CLIENT's project or other activities.

4. **TERMINATION AND SUSPENSION.** This Agreement may be terminated by CLIENT upon five (5) days' notice in writing to AMEC. AMEC may terminate this Agreement upon five (5) days notice to CLIENT if CLIENT is in default of its obligations hereunder. Either Party may terminate this Agreement immediately upon notice if the other Party files or consents to filing any petition in bankruptcy, reorganization or other relief under any law for the relief of debtors, or is adjudicated insolvent, or is dissolved or liquidated, or a receiver is appointed, or application is made for the appointment of a receiver. CLIENT shall forthwith pay to AMEC all amounts, including all expenses and other charges payable as set forth in Appendix 2 together with all obligations incurred or committed to by AMEC in providing the Services or as a result of the termination of this Agreement. AMEC shall, without limit to any of its other rights and remedies, have the right to immediately suspend its performance of this Agreement on written notice to CLIENT in the event that CLIENT has failed to make any payment when due under the terms of this Agreement and has failed to correct the breach within 2 days of receiving notice of such non-payment.

5. **WARRANTY.** AMEC warrants that it shall perform the Services with the standard (the "Standard") of care, skill and diligence expected, at the time and place of performance, of recognized professional engineering firms performing services of a similar type and nature. No other warranty, express or implied, is made or intended by this Agreement, by furnishing oral or written reports of findings made, or by any other act of AMEC. AMEC shall re-perform, at no additional cost to CLIENT, any Services that do not meet the Standard, provided that AMEC shall be notified of such failure to meet the Standard within one year after the date the last of the Services are performed, abandoned or terminated, whichever shall occur first. AMEC's liability, responsibility and obligations, and CLIENT's sole remedy, for AMEC's failure to meet the Standard or for any errors or omissions in the performance of the Services shall be limited to such re-performance. Notwithstanding any other provision of this Agreement, AMEC shall not in any way be responsible or liable for any performance or process guarantees of any kind.

6. **LIABILITY, REMEDIES AND INDEMNITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT:

THE AGGREGATE LIABILITY OF AMEC FOR ANY AND ALL CLAIMS, DAMAGES, INJURIES, LOSSES, (INCLUDING REASONABLE LAWYER'S FEES AND LEGAL COSTS) AND OTHER LIABILITIES OF ANY KIND (TOGETHER, "EXPOSURES") UNDER THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF AMEC'S COMPENSATION UNDER THIS AGREEMENT OR \$100,000.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY NOR ITS SUBSIDIARIES OR AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY OR ITS CLIENTS, CUSTOMERS, AGENTS, CONTRACTORS OR SUBCONTRACTORS, OR THEIR SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND SUBSIDIARIES FOR ANY LOSS OF PROFIT OR REVENUE, LOSS OF USE, LOSS OF OPPORTUNITY, LOSS OF GOODWILL, COST OF CAPITAL, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

CLIENT AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD AMEC HARMLESS FROM AND AGAINST ANY AND ALL EXPOSURES OF ANY KIND ARISING IN ANY MANNER OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE PERFORMANCE, NON-PERFORMANCE OR PURPORTED PERFORMANCE OF THE SERVICES, TO THE EXTENT THAT SUCH EXPOSURES ARE IN EXCESS OF OR OUTSIDE THE SCOPE OF THE DISCLAIMERS, LIMITATIONS, EXPIRY OR EXCLUSIONS OF LIABILITY TO WHICH AMEC IS ENTITLED UNDER THIS AGREEMENT.

UNLESS OTHERWISE MANDATED BY STATUTE, ANY LIABILITY THAT AMEC MAY HAVE TO CLIENT IN RESPECT OF THE SERVICES (INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPOSURES) OR OTHERWISE UNDER THIS AGREEMENT AND ANY RIGHT THAT CLIENT MAY HAVE TO COMMENCE AN ARBITRATION OR ACTION WITH RESPECT THERETO SHALL EXPIRE ONE YEAR AFTER THE DATE THE LAST OF THE SERVICES ARE PERFORMED, ABANDONED OR TERMINATED, WHICHEVER SHALL OCCUR FIRST, EXCEPT FOR CLAIMS FOR WHICH AMEC RECEIVES NOTICE IN WRITING FROM CLIENT DURING SUCH ONE YEAR PERIOD, IN WHICH CASE SUCH LIABILITY AND SUCH RIGHT WITH RESPECT TO SUCH CLAIM SHALL EXPIRE ONE YEAR AFTER THE DATE OF SUCH NOTICE UNLESS OTHERWISE MANDATED BY STATUTE.

THE DISCLAIMERS, LIMITATIONS, EXPIRY AND EXCLUSIONS OF LIABILITY, AND THE RELEASES AND INDEMNITIES IN THIS AGREEMENT: (A) SHALL APPLY NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN, OR AT LAW (SUBJECT TO ANY MANDATORY STATUTORY PROVISION), OR OTHERWISE; (B) SHALL APPLY REGARDLESS OF WHETHER LIABILITY IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OF A STATUTE, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), INDEMNIFICATION, CONTRIBUTION OR ANY OTHER BASIS OR THEORY OF LIABILITY; (C) SHALL APPLY TO THE PERSONAL BENEFIT OF THE APPLICABLE PARTY'S AFFILIATES, SUBSIDIARIES, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS, AND SUCH PARTY SHALL BE DEEMED THE AGENT OF SUCH PERSONS FOR SUCH LIMITED PURPOSE; (D) SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT; AND (E) SHALL BE BINDING UPON CLIENT'S PARENT, AFFILIATED AND SUBSIDIARY COMPANIES, AND CLIENT SHALL BE DEEMED THE AGENT OF SUCH PERSONS FOR SUCH LIMITED PURPOSE.

7. **DISPUTES.** All disputes arising out of or in connection with this Agreement or the interpretation or breach thereof ("Disputes") shall be referred by either Party to the Parties' respective senior representatives for such purpose who shall meet and attempt in good faith to resolve the Dispute within a period of not more than ten (10) days from the date of the reference.

If the Parties' representatives are unable or unwilling to resolve the Dispute within such ten (10) days, then the Parties agree to proceed to mediation under mediation rules as agreed by the Parties at the time and to conclude such mediation within the time period provided in such rules; provided that no mediation shall take place if the Parties cannot agree upon the mediation rules within five (5) days after the end of the 10-day period and further provided that the time period for the mediation does not exceed thirty (30) days after the appointment of the mediator unless otherwise agreed. Mediation shall take place at the offices of AMEC referred to below. Each Party will pay its own costs, plus an equal share of the cost of the mediator and mediation facilities, if any.

If the Dispute between the Parties cannot be resolved by mediation within thirty (30) days after the appointment of the mediator or due to the failure of the Parties to agree upon the mediation rules within the 5-day period, then the Dispute shall be referred to and finally resolved by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The place of arbitration shall be the city in which AMEC's office providing the Services is located and the language of the arbitration shall be English. The arbitrator(s) shall determine the dispute in accordance with the law. The arbitration award shall be final and binding on the Parties, and may be entered in any court having jurisdiction thereof. In no event shall the demand for arbitration be made after the date when institution of legal, equitable or other proceedings based on such claim, dispute or other matter in question would be barred by the limitation period set out in Article 6 above.

8. **ASSESSMENTS.** Where the Services include inspection services, studies or other services where AMEC is required to assess and/or report on the conditions of facilities, structures or other things, AMEC's obligations with respect thereto shall be qualified by, and AMEC shall be entitled to include in its reports, a disclaimer in a form acceptable to AMEC including with respect to the use of the reports by the CLIENT and any third parties and the scope, assumptions, conclusions and recommendations of such reports.
9. **COST ESTIMATES.** It is acknowledged by CLIENT that any cost or other economic estimate or forecast for the project provided by AMEC is subject to change and is contingent upon factors over which AMEC has no control including, without limitation, costs of labor, materials or equipment, methods used by third parties to determine prices and competitive bidding or market conditions and, accordingly, AMEC cannot and does not guarantee or warrant that the actual cost or other actual economic aspects of the project will not vary from any such estimates or forecasts.
10. **PROPERTY.** AMEC retains all intellectual property in its work product and hereby provides CLIENT with an exclusive, non-transferable license to use such work product for the purposes intended, provided that all amounts due and owing by CLIENT under this Agreement have been paid to AMEC.
11. **ENUREMENT AND ASSIGNMENT.** This Agreement shall enure to the benefit of, and be binding upon, the successors and permitted assigns of the Parties. Except as specifically provided in this Agreement, the provisions of this Agreement are for the exclusive benefit of the Parties hereto and no other person or entity shall be a third party beneficiary or have any rights by virtue of this Agreement. Neither party shall sell, assign or in any manner transfer its interests herein, in whole or in part, without the written consent of the other party.
12. **HEADINGS AND SEVERABILITY.** All headings appearing in this Agreement are for convenience of reference only and shall not be considered in any interpretation hereof. The provisions of this Agreement shall be deemed to be severable, and any illegality, invalidity or unenforceability of any provision or part thereof in this Agreement shall not affect the legality, validity or enforceability of the remaining provisions or part thereof of this Agreement.
13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and wholly cancels, terminates and supersedes all prior written and oral agreements, understandings and representations, collateral or otherwise between them. The Parties may amend this Agreement only in writing signed by both Parties.
14. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws, but not the conflict of laws rule, of the jurisdiction in which AMEC's office providing the Services is located.

APPENDIX 1 AMEC'S SCOPE OF SERVICES

AMEC shall perform the following Services in accordance with this Agreement and in accordance with the standard of care, skill and diligence expected, at the time and place of performance, of recognized professional engineering firms performing services of a similar type and nature:

AMEC would expect to initiate and sign a Confidentiality or Non-Disclosure Agreement with Menasha Utilities. AMEC will be glad to provide a successful document as a starting point for review by Menasha Utilities.

Based only upon our telephone conversation on 26 Feb 07, AMEC understands that Menasha Utilities (MU) would like consulting assistance on the sale price of steam, energy cost for electricity and fuel cost. MU would like for AMEC to review and present recommendations on the current operation.

AMEC deliverables would be recommendations on steam sale pricing and escalation going forward. Recommendations on electrical energy cost and escalation going forward. Recommendations on fuel cost and pricing going forward. AMEC would suggest preparing an example or model income statement for the operation. AMEC would suggest preparing some kind of simple financial model with an Input section and an Output sections such that Menasha Utilities could enter, for example, a current or projected fuel cost and the Output section would contain the threshold price for steam sales and electrical energy costs, with operating costs and expense projected forward, in the manner of a Pro Forma format. We assume these types of tools might be helpful to Menasha Utilities in day to day business operations. However, we are only making assumptions at this writing based on our phone conversation. Any or all of this can be modified with instructions from the Management of Menasha Utilities, should AMEC be selected for this important consulting assignment.

It would be a bit difficult to place either a price or schedule on this work. However, AMEC would propose a Rate Sheet, time and expense basis working arrangement, with protective, not to exceed price caps. The price caps would be reviewed and Menasha Utilities advised of work progress and cost. Menasha Utilities would have the authority to stop work or continue work, or raise the cap price, based on work progress and need to do so. AMEC is certain this would be the least expensive way to proceed. The best approach for MU would be to prepare some specific scope deliverables, meet with AMEC, discuss the scope and move forward monitoring and supervising the work flow.

Again, difficult to say, but AMEC would assume the work discussed on the phone this week could be completed in 4 weeks to maybe 6 weeks. We should not begin the effort until MU has prepared a scope of work, thought through what the objectives are and prepared to proceed. We should execute a CAN-DA, if that is required, and execute this consulting services agreement before we proceed.

This Consulting Services Agreement between AMEC and MU can be continued, can be used in the future at the discretion of both Companies and proper notice given.

APPENDIX 2
COMPENSATION TO BE PAID TO AMEC
(REIMBURSABLE)

1.1 The CLIENT shall pay AMEC for the performance of the Services as follows:

1.1.1 An amount based on AMEC's hourly rates as set forth below for those engaged in the performance of the Services times hours spent on the Services. If any further classifications are required, such classifications and the rates applicable thereto, shall be subject to the approval of the CLIENT:

Classifications	Hourly Rates US\$
Project Manager N. W. Dunlap, Jr	
Senior Consultant N. W. Dunlap, Jr.	\$150/hr
Contract Consultant DeWitt Patterson	\$130/hr
Financial Analysis Maria Porshnova	\$90/hr
Administrative Staff Kathy Batson	\$60/hr

1.1.2 The cost to AMEC of the following reimbursable expenses incurred in the performance of the Services:

- (1) Travel, subsistence, accommodation, local transportation and other expenses of AMEC's personnel while traveling or living away from their normal places of work or residence, all in accordance with AMEC's practices;
- (2) Customs duties, and entrance and exit fees required to be paid by AMEC or its employees; and
- (3) Any miscellaneous out-of-pocket expenses that are specifically incurred for the performance of the Services such as postage, courier services, printing, equipment rental and computer software.

1.2 All amounts payable as set out in Article 1 of this Appendix 2 shall be invoiced monthly by AMEC and shall be due within 30 days of the date when such invoices are rendered. Invoices not paid when due shall bear interest, from the date due until paid, at the rate per annum equal to two percent (2%) above prime rate, calculated annually. For purposes of this section, "prime rate" means the prime rate quoted by *The Wall Street Journal* on the first business day following the applicable due date. The CLIENT shall have no right of set-off against AMEC under this Agreement.

1.3 All payments under this Agreement shall be in US Dollars.

1.4 The rates set out in section 1.1.1 of this Appendix 2 exclude any value added taxes, and all such taxes that are applicable shall be invoiced by AMEC and paid by the CLIENT in addition to such rates.

PROFESSIONAL SUMMARY

- Highly skilled professional with accounting, financial and banking expertise
- Worked for world-class international bank CREDIT LYONNAIS and is currently employed with AMEC Americas - one of the largest engineering companies.
- Experienced in full-cycle accounting and financial analysis for large and medium-size companies with complex accounting and business structures.
- Currently supervising accounting operations, financial closes, reporting and analysis for several of the company's offices.
- Actively involved in consolidation process and foreign subsidiary reporting.
- Design budgets and forecasts for the supervised offices.
- Involved in analysis and development of analytical tools providing enhanced basis for further management decisions
- Good command of Russian and English

EMPLOYMENT HISTORY

AMEC Americas Ltd (www.amec.com)

Senior Accountant – (June 2004 – to-date)

- Annual forecasts and budgets design; periodical variance analysis
- Cash flow forecasting
- Initiation of project-based reports; further projects analysis (profitability, margin, % completion)
- Monthly project's revenue calculation and revenue analysis
- Setting up the projects in an accounting system; project invoicing and following up with A/R
- Preparation of accruals for expenses, taxes, insurance and reserves for A/R delinquencies in accordance with company's policies as a part of period-close
- Analysis of common operations overhead costs and reallocation of such costs between reporting units
- Review and analysis of financial statements and working capital accounts; preparation of necessary adjustments and accruals for billable and overhead items
- Construction of operational statistics and operational reporting development; based on the reports implemented, provide in-depth analysis of monthly variances and forecast future trends
- Lead foreign subsidiary reporting for the self-sustaining office; intercompany reconciliation and preparation of consolidation and elimination entries for intercompany transactions

PAYROLL LOANS

Accountant – (July 2003 – May 2004)

- Daily bank reconciliation, cash management reports initiation
- Develop analytical reporting systems to track AP and AR operations using reporting and MS Office application tools
- System codification and reporting templates construction
- Invoices and Orders processing (allocation entries, reporting, verification)
- Periodical transactions initiation for rent accruals and prepaid expenses
- Payments processing (journals verification, cheque-runs, disbursements optimization)
- Cash reimbursement and distribution journal entries preparation for petty cash and expense reports
- Analysis of monthly Sub-Ledgers/GL for expensed items; defining accruals and correction entries
- Assist with monthly closing process: income-statements, balance-sheet, consolidated statements, sub-journal/GL reconciliations and analysis.

CREDIT LYONNAIS (www.creditlyonnais.fr) currently (www.calyon.com)
Accountant (External Accounting, Financial Analysis) - (March 2000 - May 2002)

- Daily analysis of banking operations and their proper accounting registration
- Client/Interbank Loan/Deposit analysis (balancing analysis; profitability calculation and spot check of accruals; forecast evaluation)
- Monitoring of banking reserves (daily obligatory reserves) and economic norms (capital, liquidity, adequacy, solvency, credit risk, foreign currency position)
- Accounting schemes and software guides development for broad variety of operations from loan/deposit contracts, trust deals, letters of credit and guarantees to spot/swap deals
- Cooperate with credit department to prepare and reconcile provisions for active operations
- Statistical analysis and trends construction to forecast future cash flows and operations effectiveness
- Assisted with year-end closing process, including accounts reconciliations, Sub-Ledgers/GL journal entries (accruals adjustments, closing entries, and corrections), verification reports preparation for monthly and annual Financial Statements and Balance-sheet.
- Worked with external auditors during interim and year-end audit
- Lead intercompany reconciliation and confirmation process
- Verification and reconciliation of monthly reports (BS/Off-BS assets/liabilities, interest/expenses, commissions, accruals), preparation of adjusting and closing entries
- Accounting database maintenance assistance (clients' accounts codification and checking, reports creation using embedded tools of accounting system, data extraction, further processing and analysis)
- Building programs using VB Script for Excel/Access to facilitate the process of data analysis

EDUCATION

CGA ASSOCIATION, BC – 2002
5th LEVEL student

KIEV HIGH BANKING SCHOOL – (2000-2001)
M.B.A. Banking

KIEV STATE ECONOMIC UNIVERSITY – (1995 – 1999)
B.B.A. Finance and Accounting

CREDIT LYONNAIS TRAINING CENTER – 1999
Management Information System ISBA (international system of banking administration)

Bill Dunlap, Jr., P.E.

Senior Staff Consultant, Power

Professional summary

Bill has over 35 years experience in power plant engineering for industrial, utility, independent and merchant power plants, as well as independent and merchant power plant development. Specializing in plant design, implementation and operation for fossil, including coal, wood, pet coke, fuel oil and natural gas fueled plants, as well as simple and combined cycle plants. Experience includes conventional fossil plants as well as extensive experience in fluidized combustion plants. Recently, natural gas fueled simple cycle and combined cycles have been popular with merchant customers.

Professional qualifications

Professional Engineer, 15 states SC, NC, FL, GA, VA, NY, MA, MI, KY, AK, MS, TN, AL, LA, ID

Education

B.S., Mechanical Engineering, Clemson University, 25 January 1964

Attended Georgia Tech, M. E. in 1961

Graduate, U. S. Air Force Pilot Training School, June, 1965

Memberships

TAPPI - Technical Association, Pulp and Paper Industry. ,Inactive

ABMA, Company's Principal Representative-Inactive

American Boiler Manufacturers Association (ABMA)-Inactive

CIBO - Council of Industrial Boiler Owners, inactive-Inactive

Languages

English

Employment history

AMEC Work History

Sr. Staff Consultant, International, Technology and Consulting Participating in the development of a large solar electric generating plant in Nevada, in the development of relationships and business with electric power generation companies and emerging technologies. (2005)

Sr. Staff Consultant, Minergy Neenah LLC, Neenah, Wisconsin: Fox Valley Glass Aggregate Plant. (2000 – 2004)

The Minergy Neenah LLC glass aggregate plant is a first of its kind thermal conversion plant in the world. The plant takes pulp and paper mill sludge from 10 different pulp and paper mills in the Fox River Valley in northeast Wisconsin and thermally converts the sludge into non-bio-degradeable, environmentally friendly glass aggregate. The glass aggregate is then used for useful purposes in industry, such as substitute for sand, granular building material, use in making tile and media for sand blasting, for which it is better than natural sand.

Bill Dunlap

Minergy Corporation, a division of Wisconsin Energy Corporation, in Milwaukee, in 1996, began the Neenah plant. The plant began operation in January 1998. Being a first of its kind operation, the plant experienced a number of process and operational difficulties during start up. After several modifications, improvements remained to be made to improve the combustion process to meet Minergy expectations. Bill was contacted and hired as process consultant in May 2000.

The steam generator's combustion process was converted from natural gas as the primary fuel in combination with the sludge to coal as primary. The steam generator is a B&W dual cyclone fired furnace. Minergy Corporation patents the glass aggregate process. Coal produced the proper slagging conditions inside the cyclones and raised the actual adiabatic combustion temperature to the correct levels for formation of the glass aggregate.

The process was converted during May 2002. The plant will be undergoing process and control systems tuning and calibration during the summer months of 2002.

Other Work History

Director-Energy Services and Development, DUKE ENGINEERING & SERVICES, INC.: With the relocation of DENA and DEI to the Houston Office, and engineering and construction services turned over to Duke/Fluor Daniel, the technical services group in Charlotte was dispersed and transferred to other Duke affiliates. Transferred to DE&S in Feb 2000. Supported DEI on several project development activities in Australia out of our office in Australia. In late May, 00, was assigned to an Owner's Engineer/consultant role with a subsidiary of Wisconsin Energy Corporation, known as Minergy Corporation. The Neenah plant was a first of its kind, patented process, paper mill sludge vitrification process. The plant was experiencing operating difficulties. Developed a program to modify the plant. Was asked by Wisconsin Energy to assume a similar role in the development of a much larger plant in the Detroit, Michigan area. Current in construction on the Neenah plant. The Detroit plant is still under development with construction to begin Summer of 02.

Director-Engineering, DUKE ENERGY CORPORATION - DUKE ENERGY GLOBAL ASSET DEVELOPMENT, DENA/DEI: Responsible for all engineering, internal and external for the Merchant/Independent power subsidiary of Duke Energy Corporation. Responsible for domestic, North America and International power plants, projects and development opportunities. Joined Duke Power Company's development company, called Duke Energy Corporation, that reported to Duke Power through Church Street Capital. In mid June, 97, Duke Power purchased Pan Energy, Houston, Texas. Duke decided to use our company's name for the new corporation, Duke Energy Corporation. Upon that decision, we joined with Pan Energy Power Services to form Duke Energy Global Asset Development (GAD). Duke Energy GAD included North America, Duke Energy Power Services and international as Duke Energy International. We also had Duke Energy Industrial. All were part of GAD. Later, Duke Energy Industrial and Duke Solutions were essentially combined. DEPS became Duke Energy North America and relocated to the Houston Office. DEI continued as Duke Energy International located in the Houston Office. We provided engineering services, technical support, Owner's engineer service and coordination with outside engineers and contractors, world wide, to build, own and maintain our power plant projects. Projects included new and existing facilities, coal, hydro, natural gas, fuel oil and waste to energy power/energy plants.

General Manager, PACE POWER CONSTRUCTORS, INC.: Responsible for the operations and profitability of the Company. Non Union boiler specialty construction company, a subsidiary of DB Riley Consolidated, Inc. Company involved in the direct support of total service for major OEM. Activities involved new installations, maintenance and repair services to industrial and utility customers. Responsibilities included financial, reporting, budgeting, construction, maintenance and repair operations, planning, personnel, safety, quality control, customer relations and business development.

Bill Dunlap

Manager, Power and Pulp and Paper, DAY & ZIMMERMAN INTERNATIONAL, INC.: Responsible for design, construction management and development of business coordination in the pulp and paper, power and independent power generation industries.

Vice President, Southeast Operations, JOHN BROWN E & C: Responsible for project management, project development, procurement services, cost estimating services, design engineering, design-construction, and EPC projects. Industries served include:

- polymer
- utility power generation
- pharmaceutical
- pulp & paper
- industrial
- fabric
- independent power
- industrial power

Vice President, Power Division, Project Development, CRS SIRRINE ENGINEERS, INC.: Responsible for business development, project development, developing client relationships and proposal preparation with Power Division. Served as Division's leader in development of dry sorbent FGD, wet limestone FGD, patented coal gasification technology, solid fuels projects and fluidized combustion. Served as Division's leader the development of circulating fluidized combustion power boilers.

Vice President, Power Division, Engineering Manager, Projects in Utility Generators, Non-Utility Generators and Self Use Generators. Engineering efforts included some studies, proposal preparations for EPC projects and EPC work. EPC projects included several combustion turbine generator in combined cycle, largest wood waste fuel IPP in the World, circulating fluidized combustion power generation, and others. Served as Division's leader in the fuel and ash handling systems improvements for circulating fluidized combustion power boilers.

Power Staff Engineer, UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL: New central energy plant. Two 250,000 PPH circulating fluidized combustion boilers, turbine generator, and complete auxiliaries and coal facilities for the new Central Energy Plant.

Power Staff Engineer, SOUTHEAST PAPER COMPANY, DUBLIN, GEORGIA: One 400,000 PPH circulating fluidized combustion boiler, gas and steam turbines for the power plant expansion of a large recycle fibers paper mill.

Power Staff Engineer, LINCOLN PULP AND PAPER COMPANY, Lincoln, Maine: Power plant expansion study 100,000-PPH circulating fluidized combustion boiler and auxiliaries wood facilities.

Power Staff Engineer - Staff Engineering, WESTWOOD ENERGY PROPERTIES, Joliett, Pennsylvania: Circulating fluid combustion small power producer with anthracite culm fuel. This is a first of a kind facility.

Utilities Project Engineer, INTERNATIONAL PAPER COMPANY, Mobile, Alabama: Total mill modernization study. Included power, recovery, evaporators, turbines, water plant, waste treatment, electrical, and steam distribution.

Project Manager, Utilities Study, THE UNIVERSITY OF GEORGIA, Athens, Georgia: Facilities study for existing equipment possible facilities upgrade. Study alternates involved steam only, electric power generation, trash burning (RDF) and chilled water generation.

Bill Dunlap

Power Department Manager. Manages and coordinates activities of Power Department in providing manpower and technical requirements for project design. Coordinates planning and scheduling of projects, prepares manpower and cost estimates, and provides technical support as required. Several significant projects included:

Power Consulting Engineer, ST. REGIS CORPORATION, Bucksport, Maine. Served as power consulting engineer for conceptual project development. Responsible for technical part of study and control budget with significant involvement in initial design effort as lead engineer. Also responsible for management and technical project design as Power Department manager. Project involved removing four boilers in tight area of access, then designing the first boiler ever designed to burn pulverized coal, stoker coal, wood/bark and sludge in suspension, and wood/bark and sludge on a traveling grate, all simultaneously. Boiler controls, fuel handling, and turndown were key elements of the design. The unit is rated 500,000 PPH, 975 Psig, 950°F. Environmental concerns were essential to the design, adjacent to Class One area.

PHILIP MORRIS U.S.A., Cabarrus County, North Carolina: Engineering study, design, and start-up of two 100,000-PPH pulverized coal boilers and central utilities plant. Boilers were designed for 5-to-1 turndown on coal only. Operation exceeded design.

OWENS-CORNING FIBERGLAS CORPORATION, Anderson, South Carolina. First successful waste heat recovery boiler. Confidential project involved two heat recovery boilers.

KOHLER COMPANY, Spartanburg, South Carolina, and Kohler, Wisconsin. Two waste heat recovery projects for ten ceramic kilns. One of the heat recovery boilers has an auxiliary oil-fired section for additional heating capacity.

TEXTILE CLIENTS, Southeastern U.S.A. Several projects for revisions to coal fuel and air emissions control.

CONFIDENTIAL CLIENT, Southeastern U.S.A. Concept and initial design of 2 million pound steam and electric power generation central utilities plant for an industrial energy park concept. Project involved seven 300,000-PPH high pressure units and T-G with all auxiliaries. Project evaluated latest technology, including fluidized bed versus pulverized coal with flue gas clean-up by dry scrubbing.

Mechanical Department Manager. Managed and coordinated activities of Mechanical Department in providing manpower and technical requirements for mechanical design of power and material handling projects. Coordinated planning and scheduling of projects, prepared manpower and cost estimates, and provided technical support as required.

Power Department Project Engineer, POTLATCH CORPORATION, Prescott, Arkansas. Engineering study, report, and cost estimate for new steam and electric generating plant in a large saw mill complex. Similar studies were also done for Clearwater Lumber Mill in Lewiston, Idaho; Bradley Lumber Mill in Warren, Arkansas; and two for the Southern Lumber Company in Warren, Arkansas.

Power Department Project Engineer, JAMES RIVER CORPORATION, Naheola, Alabama. Engineering study, report, and cost estimate for large air emissions control project.

Power Department Project Engineer, JAMES RIVER CORPORATION, Naheola, Alabama. Design and engineering for the conversion of three 385-Tpd kraft recovery boilers, one 300,000-PPH and one 200,000-PPH combination boilers to meet air quality standards. Conversions involved modifying the kraft process on the boilers, adding electrostatic precipitators, mechanical dust collectors, fans, and new hydraulic ash handling system.

Power Department Project Engineer, POTLATCH CORPORATION, NORTHWEST PAPER DIVISION, Cloquet, Minnesota. Engineering study, report, and cost estimate for large air emissions control project.

Bill Dunlap

Power Department Project Engineer, UNION CAMP CORPORATION, Savannah, Georgia. Design and engineering on converting two 535-Tpd recovery boilers to controlled odor and adding electrostatic precipitators. Design and engineering on a new 1,350-Tpd kraft recovery boiler, auxiliaries, and electrostatic precipitator, the largest building project in the history of Chatham County, Ga.

Power Engineer, Hodge, Louisiana. Design and engineering on new steam and electric power generating plant and auxiliaries. 1,233-Tpd kraft recovery boiler, 600,000-PPH combination fuel-fired boiler (both 1,250-Psig and 900°F), feedwater, a 27,000-kW turbine generator, a 25,000-kW turbine generator, and a central control center.

Power Engineer, SCOTT PAPER COMPANY, Everett, Washington. Engineering study, report, and estimate for new ammonia base recovery boiler, steam, and power balances.

Presentations / Publications

Author of article on Union Camp Project in Southern Pulp and Paper Manufacturer, October, 1975, and of "Energy Conservation Involves Both Design and Maintenance," published in Consulting Engineers, April 1977.

TAPPI Engineering Conference, 1985, Technical Paper, "Circulating Fluidized Combustion - Power Plant Technology of the Future - Today!", TAPPI, American Boiler Manufacturers Association.

Technical Paper, Fifth National CIBO Conference. Evaluating the Fluidized Combustion Paper entitled, "Circulating Fluidized Combustion-Power Generations For Better Air Emissions Control."

Honors / Awards

Conference Chairman, CIBO National Conference on Fluidized Combustion for Conference No. 2, No. 4, No 5, No 6, No 7, No. 8 and No 9. No. 2 was held in Nova, MI, December 1986. No. 4 was held in Hershey, PA, December 1988, No 5 was in Sacramento, Calif., December, 1989, No 6 was in Harrisburg, Pa, December 1990; No 7 was in Indiana, No 8 was in Pittsburgh and No 9 was in Bakersfield, Calif.

CRS Serrine's Principal Representative to The ABMA (American Boiler Manufacturers Association), May 1984 until the end of 1993 term.

Appointed Chairman, Technical Committee, ABMA, by the Board of Directors of The ABMA, for a term of June 1991 to June 1993. Nominated for another term thru June 1995.

Conference Chairman, Technical Conference, ABMA, held in May, 1991, 1992 and 1993.

Elected Vice Chairman, The Associate Members Group, The ABMA, term beginning June, 1993.

Elected to The Board of Directors, The ABMA, term beginning June, 1993 to June 95.

Elected Chairman, The Associate Members Group, The ABMA, term beginning June, 1995, running until June 1997.

John Brown E & C's Principal Representative to the ABMA (American Boiler Manufacturers Association), May 1994 until Oct 94.

Day & Zimmermann's Principal Representative to the ABMA (American Boiler Manufacturers Association), January 1995 until Sept 95.

Pace Power Construction's Principal Representative to the ABMA (American Boiler Manufacturers Association), Oct 95 until June 96

Duke Energy Corp's Principal Representative to the ABMA (American Boiler Manufacturers Association), May 97 until present

Bill Dunlap

Board of Directors, CIBO, Special Achievement Award, 20 March 91. Presented on 9 July 91, for special achievement and contribution as Chairman, CIBO Fluidized Combustion Conferences

Board of Directors, Mauldin Chamber of Commerce, Board Member and CRS Serrine Principal Representative, 1989-93.

DeWitt Patterson, PE

Commercial Manager

Professional summary

DeWitt has over 27 years of engineering management, engineering design, and construction management experiences in the Industrial, Manufacturing, and Pulp and Paper industries. He has participated in facility optimization studies, development of manufacturing cost, engineering and construction cost estimates, finished product quality improvement programs, feasibility studies for new facilities, and construction shutdowns, start-ups, and commissioning. DeWitt also has experience as engineering department manager, project manager, manager of projects, office manager, and commercial manager.

Professional qualifications

Registered Professional Engineer (SC)

Education

B.Sc., Mechanical Engineering, Clemson University, Clemson, SC

Memberships

Member, American Society of Mechanical Engineers (ASME)

Member, National Society of Professional Engineers (NSPE)

Languages

English

Employment history

AMEC work history

Commercial Manager, Industrial and PharmaChem Business Unit. (2001 to present)

Manager of Projects, Greenville Office: Manager of project managers serving the Industrial and PharmaChem Business Unit. (2000 - 2001)

Project Manager, BP, PAWS PROGRAM, Hazlehurst, GA: Facilitator for the deployment of a new synthetic fiber pilot plant into full scale production. (2001)

Project Manager, BP, AIM 2005 PROGRAM, Roanoke, AL: Facilitator for the re-inventing of a BP manufacturing asset to meet new corporate goals of return-on-capital and significant reductions in operating cost. (2000 - 2001)

General Manager, Greenville Office: Manage all operations for a full-service architectural and engineering office. (1997 - 2000)

DeWitt Patterson

Manager Of Projects, Greenville Office: Manager of project managers serving all industrial, manufacturing, and pulp and paper markets. Operations manager for Project Services, quality of engineering deliverables, and customer requirements. (1996 – 1997)

Manager Of Project Support, Greenville Office: Manager of Purchasing, Cost and Estimating, Scheduling, and Project Secretarial and Clerical departments. Development of quality control procedures and quality improvement programs. (1995 – 1996)

Project Manager, UNION CAMP CORP., M300 Paper Machine Program, Franklin, VA: Duties included managing on-site engineering personnel for start-up and commissioning. (1993 – 1996)

Project Manager, UNION CAMP CORP., M300 Paper Machine Project, Franklin, VA: Responsible for the design engineering which included the rebuild of six paper machines to improve quality, production, and reduce variability. (1993 – 1996)

UNION CAMP CORP., Franklin, VA: Assisted Union Camp's Corporate Engineering group with the feasibility study for the rebuild of six paper machines and the establishment of a ten vision plan within the paper making area of the mill. (1992 – 1995)

SOUTHEAST PAPER MFG. CO., Dublin, GA: Assisted with feasibility study of installing a single drum winder and roll handling upgrade within the existing machine layout. Participated in review process of a capital cost estimate and ROI assessment. (1993)

MEAD PAPER CO., Dayton, OH: Participated in the development of an expansion program for the Chillicothe, OH mill. This included capital cost estimate for a new coating preparation facility, new coater installation, paper machine upgrades, etc. (1991)

Project Manager, SOUTHEAST PAPER MFG. CO., Dublin, GA: Detail engineering associated with the installation of several wet end additives for 2 paper machines. (1990)

BOWATER, INC., Calhoun, TN: Participated in the development and review of an 850 tpd TMP facility capital cost estimate. Included competitors benchmarking data review and sensitivity analysis to enhance credibility and integrity of total cost. (1996)

Project Manager, PACKAGING CORP., OF AMERICA, Valdosta, GA: Development of a capital cost estimate and detail engineering for upgrade on the No. 1 Paper Machine. (1993)

CHAMPION INTERNATIONAL, Deferit, NY: Process engineering services for enhancements, safety procedures, and operational sequences for a new sulfur dioxide system. (1991)

Other Work History

Senior Staff Engineer, CRS SIRRINE ENGINEERS, INC., Greenville, SC (1974 – 1990)

Senior Staff Engineer, Project Engineer, Lead Process Engineer: Responsible for organizing, training, staffing, and developing process engineering procedures for paper machine design projects. Member of emerging technology team. (1988 – 1990)

Staff Engineer, SCOTT PAPER CO., Mobile, AL: Prepared report and estimate for pulp mill modernization study. Studies included new Beloit RDH (900 tpd) digester system and complete new softwood brown stock fiber line. (1988)

CONFIDENTIAL CLIENT: Prepared report and estimate for 500 tpd pulp dryer facility for market pulp and for 400 tpd de-ink facility. (1989)

Project Engineer, SOUTHEAST PAPER MFG. CO., Dublin, GA: Nos. 1 and 2 paper machine projects. Managed process design team for No. 2 expansion including purchasing of all process equipment. (1986 – 1988)

DeWitt Patterson

Project Engineer, S.D. WARREN, Muskegon, MI: Prepared report and estimate for rebuild of existing paper machine coating and finishing operation to produce new grade of coated paper and ten year plan. (1984)

Project Engineer, MISSISSIPPI CHEMICAL CORP., Yazoo City, MS: Prepared report and estimate for new greenfield newsprint facility called Newsprint South. (1986)

Project Engineer, CHAMPION INTERNATIONAL CORP., Roanoke Rapids, NC: Prepared scope definition and detail design for headbox approach piping and equipment. (1985)

Engineer, BOWATER CAROLINA CO., Catawba, SC: Process design responsibility for stock preparation portion of No. 2 LWC paper machine. (1984 – 1985)

Engineer, UNION CAMP CORP., Eastover, SC: Process design of No. UCFS paper machine. (1980 – 1982)

Presentations / publications

March, 1996. Wet End Rebuild Optimization, **Paper Machine Rebuild Seminar, TAPPI Short Course Instructor, New Orleans, LA.**

September, 1987 and June, 1990. Planning a Capital Project, **AACE Annual Meeting, Boston, MA and TAPPI Engineering Conference, New Orleans, LA.**

Computer Aided Paper Machine Drying Calculations, **TAPPI Regional meeting.**

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE AND
SALE OF UP TO \$779,363 COMBINED UTILITY REVENUE BONDS, SERIES 2007,
AND PROVIDING FOR OTHER DETAILS AND
COVENANTS WITH RESPECT THERETO

Introduced by Mayor Laux:

WHEREAS, the City of Menasha, Calumet and Winnebago Counties, Wisconsin (the "Municipality") owns and operates a combined electric and water utility (the "System") which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, pursuant to Resolution No. R-48-05 adopted on December 19, 2005 (the "2005 Resolution"), the Municipality has heretofore issued its Combined Utility Revenue Refunding Bonds, Series 2005, dated December 28, 2005 (the "2005 Bonds"), which 2005 Bonds are payable from the income and revenues of the System; and

WHEREAS, pursuant to Resolution No. R-20-06 adopted on April 18, 2006 (the "2006 Resolution"), the Municipality has heretofore issued its Combined Utility Revenue Bonds, Series 2006, dated April 26, 2006 (the "2006 Bonds"), which 2006 Bonds are payable from the income and revenues of the System; and

WHEREAS, certain improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Safe Drinking Water Loan Program Project No. 4845-99 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications of the Project, or portions thereof, issued under Section 281.41 of the Wisconsin Statutes, assigned No. W-2005-0475 and dated December 22, 2005 by the DNR; and

WHEREAS, under the provisions of Chapter 66 of the Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, operating and managing a public utility from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell combined utility revenue bonds of the Municipality payable solely from the revenues of the System, pursuant to the provisions of Section 66.0621 of the Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, the 2005 Resolution and the 2006 Resolution permit the issuance of additional bonds on a parity with the 2005 Bonds and the 2006 Bonds upon certain conditions, and those conditions have been met; and

WHEREAS, other than the 2005 Bonds and the 2006 Bonds, no bonds or obligations payable from the revenues of the System are now outstanding.

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

- (a) "Act" means Section 66.0621 of the Wisconsin Statutes;
- (b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;
- (c) "Bonds" means the \$779,363 Combined Utility Revenue Bonds, Series 2007, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;
- (d) "Bond Year" means the twelve-month period ending on each May 1;
- (e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;
- (f) "Debt Service Fund" means the Combined Utility Special Redemption Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;
- (g) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Bonds are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;
- (h) "Fiscal Year" means the twelve-month period ending on each December 31;
- (i) "Governing Body" means the Common Council, or such other body as may hereafter be the chief legislative body of the Municipality;
- (j) "Gross Earnings" means the gross earnings of the System, including all revenues, income and earnings of the System derived from water and electric charges imposed by the Municipality, all payments to the Municipality under any agreements between the Municipality and any contract users of the System, and any other monies received from any source including all rentals and fees and any special assessments levied and collected in connection with the Project;
- (k) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;
- (l) "Municipality" means the City of Menasha, Calumet and Winnebago Counties, Wisconsin;

(m) "Net Revenues" means the Gross Earnings of the System after deduction of Current Expenses;

(n) "Parity Bonds" means bonds payable from the revenues of the System other than the Bonds but issued on a parity and equality with the Bonds pursuant to the restrictive provisions of Section 11 of this Resolution;

(o) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto;

(p) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date;

(q) "System" means the combined water and electric utility of the Municipality specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the collection, treatment, storage and distribution of water and the generation and distribution of electricity (provided however, that it shall not include any property for the generation or distribution of electricity which is part of the Municipality's Steam Utility System), including all improvements and extensions thereto made by the Municipality while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such combined utility and including all appurtenances, contracts, leases, franchises, and other intangibles;

(r) "2005 Bonds" means the Municipality's Combined Utility Revenue Refunding Bonds, Series 2005, dated December 28, 2005;

(s) "2005 Resolution" means Resolution No. R-48-05 adopted on December 19, 2005, authorizing the issuance of the 2005 Bonds;

(t) "2006 Bonds" means the Municipality's Combined Utility Revenue Bonds, Series 2006, dated April 26, 2006; and

(u) "2006 Resolution" means Resolution No. R-20-06 adopted on April 18, 2006, authorizing the issuance of the 2006 Bonds.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the credit of the income and revenue of the System up to the sum of \$779,363; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Safe Drinking Water Loan Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Bonds. The Bonds shall be designated "Combined Utility Revenue Bonds, Series 2007" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 2.475% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on November 1, 2007 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 4. Form, Execution, Registration and Payment of the Bonds. The Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Bonds shall be executed in the name of the Municipality by the manual signatures of the Mayor and City Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Bonds shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Bond will be payable upon presentation and surrender of the Bond to the Bond Registrar. Payment of principal on the Bond (except the final maturity) and each installment of interest shall be made to the registered owner of each Bond who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by check or draft of the Municipality and mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund hereinafter created and established, and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the System pledged to such fund, on a parity with the pledge granted to the holders of the 2005 Bonds and the 2006 Bonds. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the 2005 Bonds, the 2006 Bonds and the Bonds as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the 2005 Bonds, the 2006 Bonds, the Bonds and Parity Bonds, certain funds of the System which were provided by the 2005 Resolution and the 2006 Resolution are hereby continued and shall be used solely for the following respective purposes:

- (a) Combined Utility Revenue Fund (the "Revenue Fund"), into which shall be deposited as received the Gross Earnings of the System, which money shall then be divided among the Operation and Maintenance Fund, the Debt Service Fund, the Depreciation Fund and the Surplus Fund in the amounts and in the manner set forth in Section 7 hereof and used for the purposes described below.
- (b) Combined Utility Operation and Maintenance Fund (the "Operation and Maintenance Fund"), which shall be used for the payment of Current Expenses.
- (c) Combined Utility Special Redemption Fund (the "Debt Service Fund"), which shall be divided into two separate accounts known as the "Interest and Principal Account" and the "Reserve Account." The Interest and Principal Account shall be used for the payment of the principal of, premium, if any, and interest on, the 2005 Bonds, the 2006 Bonds, the Bonds and Parity Bonds as the same becomes due. The Reserve Account is not pledged to the payment of the principal of or interest on the 2006 Bonds or the Bonds and moneys on deposit in the Reserve Account shall under no circumstances be used to pay principal of or interest on the 2006 Bonds or the Bonds.
- (d) Combined Utility Depreciation Fund (the "Depreciation Fund"), which shall be used to provide a proper and adequate depreciation account for the System.
- (e) Combined Utility Surplus Fund (the "Surplus Fund"), which shall first be used whenever necessary to pay principal of, premium, if any, or interest on the 2005 Bonds, the 2006 Bonds, the Bonds and Parity Bonds when the Debt Service Fund shall be insufficient for such purpose, and thereafter shall be disbursed as follows:
 - (i) at any time, to remedy any deficiency in any of the Funds provided in this Section 6 hereof; and
 - (ii) money thereafter remaining in the Surplus Fund at the end of any Fiscal Year may be transferred to any of the funds or accounts created herein or to reimburse the general fund of the Municipality for advances made by the Municipality to the System.

Section 7. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the System shall be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

- (a) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said Fund from prior deposits);

- (b) to the Debt Service Fund, for monthly transfer to the Interest and Principal Account thereof, if and to the extent necessary, the amount needed to make the balance therein equal the Accrued Debt Service (as defined in the 2005 Resolution) for all 2005 Bonds, 2006 Bonds, the Bonds and any Parity Bonds then outstanding (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source); and
- (c) to the Debt Service Fund, for monthly transfer to the Reserve Account thereof, the amount provided by the 2005 Resolution; and
- (d) to the Depreciation Fund, an amount determined by the Governing Body to be sufficient to provide a proper and adequate depreciation account for the System; and
- (e) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Operation and Maintenance Fund, the Debt Service Fund, the Depreciation Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (e) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the 2005 Bonds, the 2006 Bonds, the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures, and to provide any amounts required to be paid monthly into the Reserve Account.

Section 8. Deposits and Investments. The Interest and Principal Account of the Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the 2005 Bonds, the 2006 Bonds, the Bonds and any Parity Bonds as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34 of the Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Wisconsin Statutes Section 66.0603(1m). The other funds herein created (except the Water System SDWLP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m) of the Wisconsin Statutes.

Section 9. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing water and electric services for public purposes shall be charged against the Municipality and shall be paid in quarterly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The reasonable cost and value of such service to the Municipality in each year shall be equal to an amount which, together with other revenues of the System, will produce in each Bond Year Net Revenues equivalent to not less than the annual principal and interest requirements on the 2005 Bonds, the 2006 Bonds, the Bonds, any Parity Bonds and any other obligations payable from the revenues of the System then outstanding, times the greater of (i) 110% or (ii) the highest debt service coverage ratio required with respect to any obligations payable from revenues of the System then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. Operation of System; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 11. Additional Bonds. The Bonds are issued on a parity with the 2005 Bonds and the 2006 Bonds as to the pledge of revenues of the System. No bonds or obligations payable out of the revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if the lien and pledge is junior and subordinate to that of the Bonds. Parity Bonds may be issued only under the following circumstances:

(a) Additional Parity Bonds may be issued for the purpose of completing the Project and for the purpose of financing costs of the Project which are ineligible for payment under the State of Wisconsin Safe Drinking Water Loan Program. However, such additional Parity Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

(b) Additional Parity Bonds may also be issued if all of the following conditions are met:

(1) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must have been in an amount at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the bonds then to be issued, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the Additional Parity Bonds to be issued or any other obligations payable from the revenues of the System then

outstanding. Should an increase in permanent rates and charges, including those made to the Municipality, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional revenues as an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may certify would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(2) The payments required to be made into the funds enumerated in Section 6 of this Resolution must have been made in full.

(3) The additional bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(4) The proceeds of the additional bonds must be used only for the purpose of providing extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Safe Drinking Water Loan Program for the purchase price of up to \$779,363 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Water System SDWLP Project Fund." The Water System SDWLP Project Fund shall be used solely for the purpose of paying the costs of the Project as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Water System SDWLP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 14. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from time to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the

Municipality; provided, however, that no amendment shall permit any change in the pledge of revenues derived from the System or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 15. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. Rebate Fund. Unless the Bonds are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the Municipality shall establish and maintain, so long as the Bonds and any Parity Bonds are outstanding, a separate account to be known as the "Rebate Fund." The sole purpose of the Rebate Fund is to provide for the payment of any rebate liability with respect to the Bonds under the relevant provisions of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to the Bonds have been made in accordance with the relevant provisions of the Code and the Regulations.

The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Bonds or any Parity Bonds and may only be used for the payment of any rebate liability with respect to the Bonds.

The Municipality may engage the services of accountants, attorneys or other consultants necessary to assist it in determining the rebate payments, if any, owed to the United States with respect to the Bonds. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability with respect to the Bonds for each computation date until six (6) years after the retirement of the last of the Bonds. The Municipality shall make such records available to the State of Wisconsin upon reasonable request therefor.

Section 17. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 18. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Safe Drinking Water Loan Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Safe Drinking Water Loan Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 19. Conflicting Resolutions. All ordinances, resolutions (other than the 2005 Resolution and the 2006 Resolution), or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the 2005 Resolution and the 2006 Resolution, the provisions of the 2005 Resolution and the 2006 Resolution shall control as long as any 2005 Bonds or 2006 Bonds, respectively, are outstanding.

Passed: April 2, 2007

Approved: April 2, 2007

Joseph F. Laux
Mayor

Attest:

Deborah A. Galeazzi
City Clerk

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED
NO. _____

UNITED STATES OF AMERICA
STATE OF WISCONSIN
CALUMET AND WINNEBAGO COUNTIES
CITY OF MENASHA

REGISTERED
\$ _____

COMBINED UTILITY REVENUE BOND, SERIES 2007

Final
Maturity Date

May 1, 2026

Date of
Original Issue

_____, 20__

REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM

FOR VALUE RECEIVED the City of Menasha, Calumet and Winnebago Counties, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed _____ DOLLARS (\$_____) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2008 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 2.475% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on November 1, 2007.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2008 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at Two and 475/1000ths percent (2.475%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Bond shall be payable only upon presentation and surrender of this Bond at the office of the Municipal Treasurer. Principal hereof (except the final maturity) and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date and mailed from the office of the Municipal Treasurer to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

The Bonds shall not be redeemable prior to their maturity, except with the consent of the registered owner.

This Bond is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Bond, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Bond shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Bond is issuable solely as a negotiable, fully-registered bond, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Water System of the Municipality, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted April 2, 2007, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$779,363 Combined Utility Revenue Bonds, Series 2007, and Providing for Other Details and Covenants With Respect Thereto" and is payable only from the income and revenues derived from the operation of the Combined Water and Electric Utility of the Municipality (the "Utility"). The Bonds are issued on a parity with the Municipality's Combined Utility Revenue Refunding Bonds, Series 2005, dated December 28, 2005 and the Municipality's Combined Utility Revenue Bonds, Series 2006, dated April 26, 2006, as to the pledge of the revenues of the Utility. This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Municipality from the operation of its Utility has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by the signatures of its Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF MENASHA,
WISCONSIN

(SEAL)

By: _____
Joseph F. Laux,
Mayor

By: _____
Deborah A. Galeazzi,
City Clerk

COPY

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

the within Bond and all rights thereunder, hereby irrevocably constituting and appointing

Attorney to transfer said Bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature(s) guaranteed by

SCHEDULE A

\$779,363

CITY OF MENASHA, WISCONSIN
COMBINED UTILITY REVENUE BONDS, SERIES 2007

<u>Amount of Disburse- ment</u>	<u>Date of Disbursement</u>	<u>Series of Bonds</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>

COPY

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2008	\$32,624.05
May 1, 2009	33,431.50
May 1, 2010	34,258.93
May 1, 2011	35,106.84
May 1, 2012	35,975.73
May 1, 2013	36,866.13
May 1, 2014	37,778.57
May 1, 2015	38,713.59
May 1, 2016	39,671.75
May 1, 2017	40,653.62
May 1, 2018	41,659.80
May 1, 2019	42,690.88
May 1, 2020	43,747.48
May 1, 2021	44,830.23
May 1, 2022	45,939.78
May 1, 2023	47,076.79
May 1, 2024	48,241.94
May 1, 2025	49,435.93
May 1, 2026	50,659.46

SFY 2007 REVISED		Safe Drinking Water Loan Program Financial Assistance Application			
		Form 8700-262 (R 12/04) Page 6 of 17			
Project Budget Sheet - Total required for each line item- See Page 6 for instructions					
		A Total Project Costs Revised 3/2/07	B Ineligible Costs*	C Eligible Costs Paid By Other Funding Sources**	D-BIDS SDWLP Costs Requested SFY 2007 3/20/07
1 Force Account Work	#1 Total	\$ 150,000		\$ 75,000	\$ 75,000
2 Interim Financing					
a. Net Interest Expenses					
b. Legal/Bond Counsel/Underwriter					
c. Financial Advisor					
	#2 Total			\$ -	\$ -
3 Engineering Report Preparation					
a. ABH Feasibility Study		\$ 10,000		\$ 10,000	
b. CIP for WTP		\$ 21,741		\$ 21,741	
c. Pre-Design Imp. Of Phase I Improvements		\$ 22,000		\$ 22,000	
	#3 Total	\$ 53,741		\$ 53,741	\$ -
4 Plans/Specifications Preparation					
a. Design-Modifications & Additions WTP		\$ 730,000		\$ 640,000	\$ 90,000
b. Review Fees		\$ 6,000		\$ 6,000	\$ -
c. Prelim Design-Intake Recirculation System		\$ 7,115			\$ 7,115
d. Final Design & Property Research-Intake Recirculation System		\$ 3,885			\$ 3,885
	#4 Total	\$ 747,000		\$ 646,000	\$ 101,000
5 Land or Easement Acquisition					
a. Purchase Price		\$ 235,161		\$ 235,161	
b. Legal/Appraisal Costs		\$ 5,000		\$ 5,000	
c. Relocation Expenses					
	#5 Total	\$ 240,161		\$ 240,161	\$ -
6 Engineering/Construction Management					
a. Test Well Services					
b. Bidding Services					
Bidding-Modifications & Additions WTP		\$ 30,000		\$ 30,000	
c. Construction Basic					
Basic-Modifications & Additions WTP		\$ 250,000		\$ 113,759	\$ 136,241
On-Site Resident Services		\$ 175,000		\$ 87,500	\$ 87,500
Post Const.-Modifications & Additions WTP		\$ 45,000		\$ -	\$ 45,000
d. SDW-Loan Assistance		\$ 11,600		\$ 6,100	\$ 5,500
e. Bidding/Const. Phase-Plant Intake		\$ 10,000			\$ 10,000
f. Control/SCADA Sys. Config. & Programming		\$ 10,000			\$ 10,000
g. Environmental Services		\$ 1,500			\$ 1,500
h. Site Investigation/Monitoring of Environmental Issue		\$ 23,637			\$ 23,637
	#6 Total	\$ 556,737		\$ 237,359	\$ 319,378
7 Construction/Equipment-C.D. Smith	#7 Total	\$ 10,276,000		\$ 10,276,000	\$ -
8 Contingencies (enter 10% of line 7; DNR may adjust to 5% of construction costs) C.D. Smith					
	#8 Total	\$ 513,800		\$ 513,800	\$ -
7a Construction/Landscaping (inc. \$1,000 deduct) (Argo)		\$ 8,540			\$ 8,540
Construction Control Equipment (MCM)		\$ 87,000			\$ 87,000
Construction/Equipment & Software (GS Sys & Werner)		\$ 66,715			\$ 66,715
Construction/Plant Intake-Circulation System (Argo)		\$ 93,434			\$ 93,434
	#7a Total	\$ 255,689			\$ 255,689
8a Contingencies (enter 10% of line 7; DNR may adjust to 5% of construction costs)					
Contingency-Landscaping		\$ 427			\$ 427
Contingency-Control Equipment		\$ 4,350			\$ 4,350
Contingency- Equipment & Software		\$ 3,336			\$ 3,336
Contingency-Plant Intake		\$ 4,672			\$ 4,672
	#8a Total	\$ 12,784			\$ 12,784
9 Miscellaneous Costs					
a. Administrative Expenses (bidding)		\$ 6,000		\$ 5,000	\$ 1,000
b. Archaeological Survey					
c. Removal/Relocation/Testing of Soil (Onyx & Synergy)		\$ 9,512			\$ 9,512
d. Soil Borings/STS		\$ 3,830		\$ 3,830	
	#9 Total	\$ 19,342		\$ 8,830	\$ 10,512
10 SDWLP Closing Costs					
a. Legal/Bond Counsel		\$ 16,000		\$ 11,000	\$ 5,000
b. Financial Advisor					
	#10 Total	\$ 16,000		\$ 11,000	\$ 5,000
11 Project Costs Subtotal		\$ 12,841,254		\$ 12,061,890	\$ 779,363
*Provide a brief description and source of funds for any cost that is ineligible for SDWLP funding.					
**Name the other funding sources. SFY 2006 SDWL					
Refer to this worksheet when preparing all "Request for Loan Disbursement" forms. Line item requests should not exceed the total indicated on this budget sheet, unless a change has been made and is reflected in the FAA.					

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MENASHA AND SILVER BIRCH INVESTMENTS, LLC

THIS AGREEMENT is entered into on this _____ day of _____, 2007 between the City of Menasha (City) and Silver Birch Investments, LLC (Silver Birch).

WHEREAS, the City has determined that the development of residential property on property commonly known as Silver Birch Estates is desirable for the City of Menasha; and,

WHEREAS, Silver Birch has agreed to develop this property within the City of Menasha;

NOW THEREFORE, the parties mutually agree as follows:

1. The City agrees that Silver Birch may install all infrastructure, so long as the City has the authority to inspect such infrastructure during construction.
2. The City will pay to Silver Birch the actual cost of the infrastructure within 15 days of the receipt of any billing for such infrastructure. The cost of infrastructure will not exceed that price which the City would have paid had it installed the infrastructure. Silver Birch shall advise the City as to the firm cost within 90 days after installation of the infrastructure. This amount shall not exceed \$500,000.
3. The City shall, pursuant to its deferred assessment policy under sec. 3-2-16 levy an area special assessment for the costs of the infrastructure identified in #1 and #2 against the benefited properties consisting of the remaining unsold lots in the Silver Birch subdivision owned by Silver Birch.
4. The City and Silver Birch shall determine what portion of the area assessment is assigned to each lot as a special assessment, which shall be due and payable at the time of the sale of that lot.
5. The City shall construct a regional stormwater management facility on property currently owned by the City during the 2007 construction season.
6. For purposes of this agreement, the term "infrastructure" shall include every legitimate expense incurred for developing the property excluding the cost of the land. These expenses shall include, but not be limited to the following:
 - a. Cost to install sanitary sewer mains and laterals, water mains and laterals, storm sewer mains and laterals, street grading and gravelling.
 - b. All engineering costs to design and plat the subdivision, bid and let all construction work, oversee construction to City specifications, land surveying, etc.
 - c. Any cost owed by Silver Birch for street lighting.
 - d. Fees payable to the Waverly Sanitary District to reimburse the District for inspection fees billed by Martenson & Eisele, Inc. to inspect the installation of sanitary sewer and water.
7. Silver Birch shall pay the city within 30 days of billing its proportionate share of the backbone sanitary sewer and water main systems installed by the Waverly Sanitary District in 2001.

8. Silver Birch shall execute a waiver of assessment hearing and pay its proportionate share of the regional stormwater management facility to be installed by the City within 30 days of billing for such facilities.
9. Silver Birch shall pay to the City \$300 for each lot that has been previously sold as of the date of this agreement as a parkland dedication fee. Parkland dedication fees in the amount of \$300 for each lot that has not been previously sold shall be collected from the applicant upon issuance of a building permit.
10. This agreement shall be subject to the approval of the City of Menasha Common Council.
11. The City agrees that it will facilitate all approvals necessary to effectuate the intent of this agreement.
12. The parties agree that this constitutes the complete agreement of the parties. Any amendments shall not become effective until agreed to and signed by all parties.
13. This agreement shall be binding upon all successors, heirs, and assigns of the parties and shall run with the land.
14. The State of Wisconsin and Calumet County are designated as jurisdiction and venue in the event of any legal dispute concerning this agreement.

CITY OF MENASHA

SILVER BIRCH INVESTMENTS, LLC

Joseph F. Laux, Mayor

Michael H. Hagens, President

Deborah A. Galeazzi, City Clerk

This agreement approved as to form by
Jeffrey S. Brandt, City Attorney

**WINNEBAGO COUNTY COMMISSION ON AGING
PROJECT PROPOSAL - 2008**

1. PROGRAM NAME Senior Center Supervisor – Menasha Senior Center

2. PROVIDER IDENTIFICATION:

NAME City of Menasha

ADDRESS 140 Main Street

CITY Menasha

TELEPHONE 920-967-3600

EMAIL ADDRESS sbull@ci.menasha.wi.us

3. PROJECT DIRECTOR:

NAME Sylvia Bull TITLE Senior Center Supervisor

ADDRESS 116 Main Street, Menasha TELEPHONE 920-967-3531

4. UNITS OF SERVICE TO BE PROVIDED:

ONE UNIT IS DEFINED AS 1 hour of service

NUMBER TO BE PROVIDED 2176

COST PER UNIT \$36.27 (DIVIDE TOTAL PROJECT COST
BY UNITS TO BE PROVIDED)

5. PROGRAM INCOME: DESCRIBE YOUR ACTIONS IN THE AREA OF
CONTRIBUTIONS AND PROGRAM INCOME:

Senior citizens participating in the Senior Center programs, services, workshops, classes, and seminars share in the cost
through program fees and donations, monthly fund raisers such as parties and other social events provide additional
income. A senior citizen unable to participate in any center activity because of financial hardship can request to have
fees waived or reduced.

6. PERSON WHO COMPLETED THIS PROPOSAL:

NAME Susan Nett RN MPA TITLE Public Health Director

AUTHORIZATION TO REQUEST FUNDS

I hereby certify that City of Menasha (Agency, Gov't Unit,
Organization has legal authority to enter into contractual agreements and has authorized me to sign on its behalf to request funds
from the Winnebago County Commission on Aging. I further certify that funds awarded will be used solely for the purposes(s) set
forth in accordance with all applicable laws, regulations, policies and procedures of Federal, State and Winnebago County.

SIGNED _____ DATE _____

SECTION III - SERVICE FUNDED FOR 2008

111. A. Service Funded for 2008

1. Program Name Senior Center Supervisor – Menasha Senior Center

2. Program Description The Menasha Senior Center plans programs, services, and social activities according to the needs and requests of the senior citizen population. Program development and ideas are supported by an active senior center planning committee. The Senior Center also provides information and referral services to seniors as well as providing social interaction opportunities through personal contact and established activities. Ongoing activities and seminars are planned with a broad range of interests to encourage participation by all senior citizens. Twice monthly evening hours has been initiated with continuation into 2008.

3. Geographic area to be served City of Menasha and surrounding area

4. Provider Information:
 - a. Name of Provider Menasha Senior Center

 - b. Address 116 Main Street
Menasha, WI 54952

 - c. Contact Person Sylvia Bull

 - d. Telephone Number 920-967-3531

 - e. Provider Type: Public ☒ Non-Profit ☐ For-Profit ☐

 - f. Minority Provider: ☒

 - g. Contract Period: January 1, 2008 to December 31, 2008

5. Estimated Population to be served:

a. Number of all Older Persons:	2900
b. Number of Minority Older Persons: 1%	29
c. Number of Low-income Older Persons: 35%	1015
d. Number of Frail and Disabled Older Persons: 2%	58
e. Number of Rural Older Persons: 95%	2755

6. Estimated Number of Units of Service to be Provided: 2176 hours

SECTION IV - BUDGET FOR 2008

IV. A. Supportive Services Budget - 2008

Program Name: Senior Center Supervisor - Menasha Senior Center Aging Service Category N/A

Program Activity	Title III-B a.	Title III-D b.	Senior Comm. Serv. c.	State Ben. Spec. d.	Program Income e.	Local Match f.	Other Resources g.	Total (a-g) h.
1. Personnel	15120					1680	43680	60480
2. Travel							250	250
3. Rent/Utilities					3000		5350	8350
4. Communications					1300		775	2075
5. Consultants								
6. Training							480	480
7. Supplies							1930	1930
8. Equipment								
9. Other Specify							5355	5355
10. Total Costs	15120				4300	1680	57820	78920

NOTE: #9 includes liability insurance, printing costs, contract services (pest control), building repair / maintenance, dues and subscriptions.

**WINNEBAGO COUNTY COMMISSION ON AGING
PROJECT PROPOSAL - 2008**

1. PROGRAM NAME Activity Coordinator – Menasha Senior Center

2. PROVIDER IDENTIFICATION:

NAME City of Menasha

ADDRESS 140 Main Street

CITY Menasha

TELEPHONE 920-967-3600

EMAIL ADDRESS sbull@ci.menasha.wi.us

3. PROJECT DIRECTOR:

NAME Sylvia Bull TITLE Senior Center Supervisor

ADDRESS 116 Main Street, Menasha TELEPHONE 920-967-3531

4. UNITS OF SERVICE TO BE PROVIDED:

ONE UNIT IS DEFINED AS 1 hour of service

NUMBER TO BE PROVIDED 2176

COST PER UNIT \$19.29 (DIVIDE TOTAL PROJECT COST
BY UNITS TO BE PROVIDED)

5. PROGRAM INCOME: DESCRIBE YOUR ACTIONS IN THE AREA OF
CONTRIBUTIONS AND/OR PROGRAM INCOME:

Senior citizens participating in the Senior Center programs, services, workshops, classes, and seminars share in the cost
through program fees and donations. Monthly fund raisers such as parties and other social events provide additional
income. A senior citizen unable to participate in any center activity because of financial hardship can request to have
fees waived or reduced.

6. PERSON WHO COMPLETED THIS PROPOSAL:

NAME Susan Nett RN MPA TITLE Public Health Director

AUTHORIZATION TO REQUEST FUNDS

I hereby certify that City of Menasha (Agency, Gov't Unit,
Organization has legal authority to enter into contractual agreements and has authorized me to sign on its behalf to request funds
from the Winnebago County Commission on Aging. I further certify that funds awarded will be used solely for the purposes(s) set
forth in accordance with all applicable laws, regulations, policies and procedures of Federal, State and Winnebago County.

SIGNED _____ DATE _____

SECTION III - SERVICE FUNDED FOR 2008

111. A. Service Funded for 2008

1. Program Name Activity Coordinator – Menasha Senior Center
2. Program Description The activity coordinator is responsible for monitoring day to day functions and planning special events, programs, classes, and trips. The activity coordinator provides a supportive atmosphere, and has the capability of overseeing the Senior Center in the absence of the Senior Center supervisor. The activity coordinator works closely with the supervisor to continuously improve and enhance opportunities for social interaction and intellectual stimulation for all senior center participants.
3. Geographic area to be served City of Menasha and surrounding area
4. Provider Information:
 - a. Name of Provider Menasha Senior Center
 - b. Address 116 Main Street
Menasha, WI 54952
 - c. Contact Person Sylvia Bull
 - d. Telephone Number 920-967-3531
 - e. Provider Type: Public X Non-Profit For-Profit
 - f. Minority Provider: X
 - g. Contract Period: January 1, 2008 to December 31, 2008
5. Estimated Population to be served:

a. Number of all Older Persons:	<u>2900</u>
b. Number of Minority Older Persons: 1%	<u>29</u>
c. Number of Low-income Older Persons: 35%	<u>1015</u>
d. Number of Frail and Disabled Older Persons: 2%	<u>58</u>
e. Number of Rural Older Persons: 95%	<u>2755</u>
6. Estimated Number of Units of Service to be Provided: 2176

SECTION IV - BUDGET FOR 2008

IV. A. Supportive Services Budget - 2008

Program Name: _____ Activity Coordinator - Menasha Senior Center _____ Aging Service Category N/A

Program Activity	Title III-B a.	Title III-D b.	Senior Comm. Serv. c.	State Ben. Spec. d.	Program Income e.	Local Match f.	Other Resources g.	Total (a-g) h.
1. Personnel	9921					1102	28662	39685
2. Travel							250	250
3. Rent/Utilities								
4. Communications								
5. Consultants								
6. Training							200	200
7. Supplies					1250			1250
8. Equipment								
9. Other Specify					Subscriptions 100		Liability Ins 500	600
10. Total Costs	9921				1350	1102	29612	41985

**WINNEBAGO COUNTY COMMISSION ON AGING
PROJECT PROPOSAL – 2008**

1. PROGRAM NAME 60 Plus Health Program

2. PROVIDER IDENTIFICATION:

NAME Menasha Health Department

ADDRESS 226 Main Street

CITY Menasha

TELEPHONE 920-967-3520

EMAIL ADDRESS snett@ci.menasha.wi.us

3. PROJECT DIRECTOR:

NAME Susan Nett TITLE Public Health Director

ADDRESS 226 Main Street TELEPHONE 920-967-3521

4. UNITS OF SERVICE TO BE PROVIDED:

ONE UNIT IS DEFINED AS 1 Health Screening or/Nursing Service Encounter or 1 Health Education Session per individual.

NUMBER TO BE PROVIDED 2800

COST PER UNIT \$9.62 (DIVIDE TOTAL PROJECT COST
BY UNITS TO BE PROVIDED)

5. PROGRAM INCOME: DESCRIBE YOUR ACTIONS IN THE AREA OF
CONTRIBUTIONS AND/OR PROGRAM INCOME:

A donation container is routinely displayed at each health screening/health education activity for awareness of the program's need. Donations are used to defray costs of the program and purchase such items as screening supplies, printing, and promotional materials for large screening events such as wellness screening and skin cancer screening.

6. PERSON WHO COMPLETED THIS PROPOSAL:

NAME Susan Nett RN MPA TITLE Public Health Director

AUTHORIZATION TO REQUEST FUNDS

I hereby certify that City of Menasha (Agency, Gov't Unit, Organization has legal authority to enter into contractual agreements and has authorized me to sign on its behalf to request funds from the Winnebago County Commission on Aging. I further certify that funds awarded will be used solely for the purposes(s) set forth in accordance with all applicable laws, regulations, policies and procedures of Federal, State and Winnebago County.

SIGNED _____ DATE _____

SECTION III - SERVICES FUNDED FOR 2008

III. A Services Funded for 2008

1. Program Name 60 Plus Health Program

2. Program Description See next page for description

3. Geographic area to be served City of Menasha and surrounding area served by the Menasha Senior Center.

4. Provider Information:

a. Name of Provider Menasha Health Department

b. Address 226 Main Street
Menasha, WI 54952

c. Contact Person Susan Nett RN MPA

d. Telephone Number (920)967-3520

e. Provider Type: Public x Non-Profit For-Profit

f. Minority Provider: x

g. Contract Period: January 1, 2008 to December 31, 2008

5. Estimated Population to be served:

a. Number of All Older Persons: 1000

b. Number of Minority Older Persons: 1% 10

c. Number of Low-income Older Persons: 35% 350

d. Number of Frail and Disabled Older Persons: 2% 20

e. Number of Rural Older Persons: 95% 950

6. Estimated Number of Units of Service to be Provided: 2800

Question #3

1. Health Screening Activities:

Various health screenings such as blood pressure, anemia, hearing, vision (glaucoma), diabetes, hemocult, urine (sugar, nitrite, protein), and osteoporosis screenings are scheduled monthly throughout the year at the Menasha Senior Center. Selected health screenings are offered during the year at Elizabeth Court Apartments, Lakeside Commons Apartments, and Keenagers Home For Independent Living. Additional single special screening/health events are coordinated with other health organizations, i.e. Cholesterol/"Wellness Panel" screening through ThedaCare labs, and skin cancer screening with local dermatologists and ACS. Influenza and pneumococcal vaccines are provided in cooperation with Neenah /Menasha Visiting Nurse Association. These screenings have become increasingly more important to the elderly. As the cost of health care rises, this is one way to keep the costs down for those on a limited budget and yet provide a very affordable preventive health service. This program has, in the past, received recognition for fulfilling a tremendous need in the community.

2. Health Education Activities:

Education is used to keep today's health consumer well informed. These educational methods include: monthly health reviews in the Menasha Senior Center newsletter which reaches about 1,000 elderly; distribution of health information through Menasha Senior Center activities; and health educational brochures by medical and health specialists available upon request to the public. The Twin Cities News Record of the Post Crescent has printed health information when requested to increase public awareness. Lastly, health information is distributed semi-annually in the City of Menasha newsletter which is delivered to every residence in Menasha.

3. Health Counseling and Consultation:

Older adults have access to a professional public health nurse for health guidance, information and referral on medical concerns on an individual basis as needed. These individual health conferences are held at the Menasha Health Department, the Senior Center and the low income elderly housing complexes. Home visits are also scheduled by the public health nurse when more comprehensive health assessment and counseling is needed, or by referral from community providers, families, friends, and neighbors.

4. Health Promotion Activities;

A recent Behavioral Risk Factor Surveillance System survey (Nov 2005) completed in the Fox Cities indicates that adults over the age of 65 were the most likely to be overweight, while those in the 50-64 age category were the most likely to be obese. The 60+ Health Program has partnered with the Menasha Senior Center and the Menasha School District and initiated an "Early Morning Indoor Walking program" at Menasha High School during the months of January, February, March, and April. During the remaining months of the year, emphasis has been placed on "Walk to Win" and biking. An increase in activity helps to improve sedentary lifestyles, and reduces the risks of cardiovascular disease, osteoporosis and mental health issues. A chair exercise program is in the planning stages in 2007 with implementation expected in 2008.

5. Collaboration:

Collaborative efforts are ongoing between the Menasha Health department, the Menasha Senior Center, Affinity, Aurora, and Theda Care Health Systems to provide affordable and easily accessible health promotion/educational events.

SECTION IV - BUDGET FOR 2008

IV. A. Supportive Services Budget - 2008

Program Name: 60 Plus Health Program Aging Service Category N/A

Program Activity	Title III-B a.	Title III-D b.	Senior Comm. Serv. c.	State Ben. Spec. d.	Program Income e.	Local Match f.	Other Resources g.	Total (a-g) h.
1. Personnel	23551					1067		24618
2. Travel					50			50
3. Rent/Utilities						\$75/mo. 900		900
4. Communications					150	150		300
5. Consultants								
6. Training					100			100
7. Supplies					375			375
8. Equipment								
9. Other Specify					Liability Ins. 100	Volunteers 500		650
10. Total Costs	23551				775	2617		26943

NAUTS LANDING

An American Pizzeria and pub

March 20, 2007

*Mayor Joe Laux
City of Menasha Common Council
140 Main St.
Menasha, WI 54952*

Dear Mayor Joe,

It is the time again for Nauts Landing to ask permission from the city of Menasha to serve alcoholic beverages on our outdoor deck from April 15 through October 31, 2007.

Nauts Landing continues to be an attraction for downtown Menasha, and our outdoor dining facility is a large part of that attraction.

We've never had an incident on our deck that required police intervention, nor have we ever had any complaints from the neighboring residents.

We look forward to another tremendous summer in our downtown, as well as your support.

Thank you for your time and consideration,

*Rick and Renee Brey
Proprietors
Nauts Landing, Inc*

*PO Box 331 124 Main St. Menasha, WI 54952
920-725-7777 www.nautslanding.com*



Stone Toad Bar & Grill
1109 S. Oneida St
PO Box 322
Menasha, WI 54952

Menasha City Council
140 Main Street
Menasha, WI 54952

To: Menasha City Council

I am requesting permission to use our outside patio area to serve food and alcoholic beverages for the 2007 season from April 15th thru October 31st.

Sincerely,

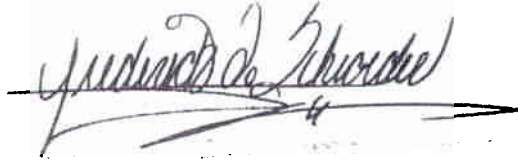
A handwritten signature in black ink that reads "Mike Weinandt". The signature is written in a cursive style with a large, sweeping "M" and a long, horizontal stroke at the end.

Mike Weinandt
Stone Toad Bar & Grill

THE LOCKER ROOM
800 PLANK RD.
MENASHA, WI 54952

I am requesting the council to approve a annual permit for the beer garden at THE LOCKER ROOM bar located at 800 Plank Rd.. I would like to open this area on or before April 14th with the permission of the city council and request a closing date of November 30st, 2007.

Thank You,

A handwritten signature in dark ink, appearing to read "Frederick A. Schroeder", written over a horizontal line.

Frederick A. Schroeder



To: Mayor Laux
Members of the Common Council
From: Police Chief Stanke *RS*
Date: March 18, 2006

RE: Department of Transportation Click it or Ticket Grant

Attached you will find a copy of a grant that the Police Department applied for and received to enhance enforcement efforts to improve traffic safety in the community. The grant monies will be used to pay for the officers' time to enforce traffic laws, with an emphasis on seat belt usage. The matching portion of this grant will not have any impact on our budget as the match will be done with scheduled regular time.

The grant has been approved by the Department of Transportation and will be put in to practice upon the approval of the Common Council. Lt. Tim Styka of our Department will be overseeing the grant and the enforcement efforts

HIGHWAY SAFETY PROJECT AGREEMENT

Wisconsin Department of Transportation
Bureau of Transportation Safety
DT38 02/2007

Proposed Project Title	CLICK IT OR TICKET ENFORCEMENT 2007
	City <input checked="" type="checkbox"/> Village <input type="checkbox"/> Town <input type="checkbox"/>
Applicant Agency / County	Menasha Police Department / Menasha
Enforcement Area	City of Menasha
Agency Federal Employer ID Number (FEIN)	39-6005525
Agency Head or Authorizing Official—Name	Robert Stanke
Title	Chief
Address	430 First St.
City/State/Zip	Menasha
Project Coordinator—Name/Title	Lt. Tim Styka
Address	430 First St.
City/State/Zip	Menasha
Telephone (area/number)	(920) 967-5128
Fax (area/number)	(920) 967-5145
E-Mail Address	tstyka@ci.menasha.wi.us

FOR BOTS USE

Date Draft Rec'd:		Date Executed Agreement Rec'd:	
Begin Date:		End Date: September 30, 2007	
Federal Identifier	07- - -	CFDA Number:	
Amount	\$	Funding Year:	
Project ID Number	0936- -	Revenue Project ID Number	
Appropriation	185	Program:	
Object Code(s)	5100		
Vendor Number			
County-Muni Code			
Payee			
Databases:	Equipment Inventory <input type="checkbox"/>	Enf Monitoring <input type="checkbox"/>	Training <input type="checkbox"/> PI&E Monitoring <input type="checkbox"/> Other <input type="checkbox"/>

CLICK IT OR TICKET MOBILIZATION ENFORCEMENT PATROLS 2007

I. PROBLEM IDENTIFICATION/PROJECT JUSTIFICATION

PROBLEM:

Almost 200,000 persons were involved in vehicle crashes in 2005, either as a driver or passenger. Most were using a safety restraint system, however, approximately 24% were not. Failing to fasten a safety belt is a significant precursor to increased injuries or death when crashes occur.

Enforcement Area (Targeting): Agencies funded for Click It or Ticket Mobilization Enforcement Programs were selected after analyzing all crash data from 2003-2005 for every jurisdiction in Wisconsin. These data were scientifically weighted, following established statistical protocol. From this work, the Bureau identified those places in Wisconsin with the highest crash rate.

Source: *BOTS Analysis and TOPS data*

II. PROJECT OBJECTIVES/ EVALUATION PLAN

1. To increase the percentage of vehicle occupants wearing safety belts from _____ % (Pre-survey amount) to _____ %; measured through pre- and post-observational surveys within the municipality. (Pre- surveys will be completed prior to forwarding the grant application to the Grantor.) Post Survey results will be completed and the information entered in the 2007 CIOT Activity Report. **(This will be filled out after the survey is completed for 2007 and is not needed for application approval by municipality)**
2. To adopt a zero tolerance policy for unrestrained occupants during all motor vehicle stops by issuing citations for violations observed. Grantee will increase the annual total of seat belt citations written over the prior year (2006) total of 283 citations by 5%.
3. Grantee will schedule a minimum of 4-hours of enforcement during the hours of darkness between May 24 and May 25, 2007. For the purpose of this grant, the enforcement hours should be scheduled between 9:00 p.m. on May 24th until 4:30 a.m. on May 25th.)
4. During past deployments, most Grantees have initiated a recorded traffic stop about every 45 minutes. Grantee will maintain or exceed historical activity levels during grant-funded activity.
4. To maintain or exceed the acceptable rate, as demonstrated by most Grantees during past deployments for a similar project, of an agency ratio of three citations to one written warning during grant-funded activity.
5. To contact local media and other groups to increase public awareness of speed-related crash information and subsequent enforcement efforts. Grantee will make at least one contact with local media, community groups or other groups to increase public awareness of seat belt use. Documentation of one earned media event must be submitted to BOTS with the Activity Report. Creating partnerships with community groups, public and private, to enforce public awareness of this campaign is strongly encouraged. **Return of the Nighttime Enforcement Activity Report for Item #3 will count as one media contact.**

III. POLICY REQUIREMENTS:

1. Biased-Based Policing Policy: (Required)

Grantee agency certifies that it has a written departmental policy on biased based policing or that it will initiate development of one during the grant period. The following websites may assist agencies in developing the required policy.

http://www.theiacp.org/documents/index.cfm?fuseaction=document&document_type_id=1&document_id=139
http://policechiefmagazine.org/magazine/index.cfm?fuseaction=display&article_id=318&issue_id=62004
<http://www.dcjs.org/cple/sampleDirectives/manual/pdf/2-1A.pdf>
<http://www.dcjs.org/cple/sampleDirectives/concepts/2-1A.pdf>

2. IACP Pursuit Policy: (Required)

Grantee agency certifies that it has a written departmental policy on pursuits that is in compliance with the IACP's policy, or that it will initiate development of one during the grant period. The following websites may assist agencies in developing the required policy.

<http://www.nhtsa.dot.gov/people/injury/alcohol/Archive/safesobr/16gp/pursuit.html>
<http://www.theiacp.org/documents/pdfs/Publications/Vehicular%20Pursuit%20Policy.pdf>

IV. PROJECT WORK PLAN/BUDGET/EQUIPMENT

2007 Federal Grant Period:

Grant activities are funded for no more than one federal fiscal year. Funded fiscal year 2007 activities may begin no earlier than **October 1, 2006** and end no later than **September 30, 2007**. Activity for this project may begin no earlier than the date the contract is signed.

1. Work Plan /Calendar:

See the attached Work Plan/Calendar at the end of this contract (Attachment #1). The Work Plan/Calendar is a term of this contract. If Grantee plans to change the activity listed in the Attachment, Grantee must e-mail or write Grantor to explain the change. Failure to perform planned activity may be considered grounds for terminating the grant.

2. Budget Plan:

See the attached Budget Plan at the end of this contract (Attachment #2). The Budget Plan is a term of this contract. If Grantee requests to change the budget listed in the Attachment, Grantee must notify Grantor, either via e-mail or written correspondence, to explain the request. A Contract Amendment must be completed and forwarded to the Grantor. Grantor must approve the change prior to implementation. Failure to perform planned activity may be considered grounds for terminating the grant.

3. Equipment Purchase:

NO EQUIPMENT IS AUTHORIZED UNDER THIS GRANT

V. DELIVERABLES

Forms: Deliverables will only be accepted on the approved forms created by BOTS.

1. Pre/Post Surveys:

Grantee will complete both the pre-observational survey and the post-observational surveys and enter the survey information on the Activity Report form. The Activity Report will be submitted no later than **Friday, June 8, 2007**.

2. Enforcement Activity Report:

Grantee will complete the Enforcement Activity Report and submit it no later than **Friday, June 8, 2007**. Reimbursement will not be made until Activity Reports are received. Late reports may be disallowed. **NOTE:** Be sure to include the Pre- and Post-Observational Survey results on the activity report in the space provided. Please use whole numbers only. The spreadsheet will compute the change in usage rates.

3. Reimbursement Claims:

Reimbursement claims are due no later than **July 15, 2007**. Agencies are welcomed to submit the Reimbursement Claims prior to that date. Claims will not be processed without accompanying activity reports and/or invoices. The final payment will be made only after all deliverables are received and approved by Grantor.

V. DELIVERABLES (Continued)

4. Project Match Report:

Grantee will complete the Project Match Report form provided by Grantor and will send it to Grantor no later than **July 15, 2007**. Agencies are welcomed to submit the Match Report prior to that date.

5. Place of Delivery:

All Project Deliverables shall be submitted via e-mail to the BOTS Grants Mailbox:

dotbots.dsp@dot.state.wi.us

The original signature of agency head or authorizing official on page 5 of 5 must be mailed to the address below. An electronic copy will be accepted by the Grantor to begin grant administration, but no reimbursement will be made until the original signature copy is received at the address below.

Questions about the Click It or Ticket Program or this project may be addressed to:

Occupant Protection Program Manager
Wisconsin State Patrol, BOTS
P.O. Box 7936
MADISON, WI 53707-7936

FAX: 608.267.0441
PH: 608.266.1972

VI. GENERAL CONTRACT TERMS:

A-133 Audit: Per OMB Circular A-133, Office of Management and Budget, USDOT,

"Federal agencies shall apply the provisions of the sections of this Circular (A-133) to non-federal entities, whether they are recipients expending Federal awards received directly from Federal awarding agencies, or are the subrecipients expending Federal awards received from a pass-through entity (a recipient or another subrecipient).

Note: If any municipality (government subdivision) is subjected to an AB-133 audit, the Grantor must be notified of the audit and subsequent results. Circular A-133 may be obtained by contacting the Financial Standards and Reporting Branch, Office of the Federal Financial Management, Office of Management and Budget, Washington, DC 20503, telephone, (202) 395-3993.

Correspondence: All correspondence to the Grantor regarding this project shall include the Project ID Number. Any change in Project Coordinator, Financial Officer, Authorizing Official, addresses, or telephone numbers requires written notification to Grantor. **To: Director, BOTS, Attention: Occupant Protection Program Manager.**

Project Amendment: Highway Safety Projects may be amended at any time during the fiscal year, using the approved Project Amendment Form available from BOTS. Amendment requests must be approved in writing before any changes in activity or expenditures may be made.

Reimbursement Basis: All Highway Safety projects are based on the cost reimbursement concept; i.e., state or local funds shall be expended before reimbursement is provided. All costs claimed shall be actual and supported by source documentation. Documentation for costs shall be maintained for three years following final reimbursement.

Supplanting: The replacement of routine and/or existing state or local expenditures with the use of federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of a state or local agency is considered to be supplanting and is not allowable. The Grantee shall not use grant funds to supplant state or local funds, or other resources that would otherwise have been made available for this program.

Termination: This grant may be terminated upon Grantor's determination that Grantee has materially failed to comply with terms of this Agreement.

Attachments: ATTACHMENT 1: Work Plan/Calendar ATTACHMENT 2: Budget Plan

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Instructions for Certification

1. By signing and submitting this proposal, the prospective low tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which the transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion –Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transaction. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this on, in addition to other remedies available to the Federal government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statement in this certification, such prospective participants shall attach an explanation to this proposal.

SIGNED:

(Agency Head or Authorizing Official) (Date) (Print) Department (Date)

(Director, Bureau of Transportation Safety) (Date)

..... (For BOTS Use)

Project Title: _____ Project ID No: _____

WORK PLAN (Attachment #1)

WORK PLAN/CALENDAR

Month	Enforcement Type	(A) Deployments	(B) Hours per Deployment	(C) Officers per Deployment	(D) Total Officer Hours (AXB)XC=D
<u>Example:</u>		<u>4</u>	<u>4</u>	<u>4</u>	<u>64</u>
May	MOBILIZATION	29	3	1	<u>87</u>
June	MOBILIZATION	8	3	1	<u>24</u>
TOTAL		37	6	2	<u>111</u>

WORK PLAN ITEMS:

1. Saturation Patrols and Sustained Enforcement Deployments: (Required)

Grantee will assign only sworn, SFST-trained officers in patrols. Part-time officers may be assigned only if the grant funded activity and their resulting weekly total hours do not exceed 39 hours. Grantee will plan activity during the national mobilizations listed below:

"Click It or Ticket" May 21-June 3, 2007

Total Hours: Grantee agrees to implement 37 deployments for a total of 111 enforcement hours.

OT Hours & Rate: Grantee's estimate of funded overtime hours is based upon an estimated average hourly wage/fringe rate of **\$60.10**

Sustained Enforcement: Of the total hours, an estimated **16** hours will be non-reimbursed hours.

2. Mobilization Activity/Crackdown Reports:

Grantee will complete the Mobilization Report and submit it to the Grantor no later than:

"Click It or Ticket" Safety Belt Mobilization Activity Report **due June 8, 2007.**

BUDGET PLAN (Attachment #2)

GRANT AWARD			
<u>ITEM</u>	<u>FEDERAL GRANT</u>	<u>LOCAL MATCH</u>	<u>TOTALS</u>
Wage/Fringe	\$5,709.50	\$1,133.52	\$6,843.02
Travel/Mileage	Ineligible	\$300.00	\$300.00
Training	Ineligible	\$0.00	\$0.00
Contractual Services	Ineligible	\$0.00	\$0.00
Equipment (Attach #3)	Ineligible	\$0.00	\$0.00
Materials/Supplies	Ineligible	\$25.00	\$25.00
Other	Ineligible	\$0.00	\$0.00
TOTAL	\$5,709.50	\$1,458.52	\$7,168.02

BUDGET ITEMS:

1. Relationship to work plan:

All budget items must relate to activities described in the Work Plan (Attachment #1). Reimbursement will be based on actual costs, NOT budgeted rates. Only project activities and expenses described in the approved work plan and budget, incurred during the grant period, are eligible for reimbursement. Expenses incurred that are not specified in the budget or work plan will not be reimbursed.

2. Documentation Requirements:

Grantee will document hours, wage and fringe rate and all match costs. Fringe benefit shall be actual costs. Payment for salaries and wages shall be supported by a time and attendance report, or equivalent records which shall be kept on file at the agency for three years from the date the project closes. Grantor reserves the right to perform monitoring activities to include ongoing review and audit of department records.

3. Match Requirements:

A local match of at least 25% of the grant total is required. The match budget line may consist of estimates of "hard" or "soft" match.

Hard Match: Actual Expenditures

Soft Match: Straight time enforcement, mileage costs, travel time, training hours, administrative costs, volunteer time, time spent at media events and other items that contribute toward the project activity.

CITY OF MENASHA DISBURSEMENTS

Accounts Payable for 3/22/07-3/29/07	\$ 570,999.11
Checks # 11803-11983	

Payroll Checks for 3/22/07-3/29/07	<u>138,764.99</u>
Checks # 31286-31497	

Total	\$ 709,764.10
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**Gaps in the sequence of accounts payable check numbers may be caused by: voiding checks at the start of a new check run to set up printing of the checks correctly, having a large number of invoices on a particular vendor which causes the payment to be printed on more than one accounts payable check , incorrect alphabetizing of a vendor causing the accounts payable check to appear out of sequence or software/printer problems which result in accounts payable checks being printed incorrectly and needing to be discarded.

Date: Thursday, March 22, 2007
Time: 08:51AM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 1 of 8
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
01042 ABC SUPPLY	031907	31278	53	09-116-701	174.22	REHAB PROGRAM
	031907	31278	53	09-116-701	247.04	REHAB PROGRAM
	031907	31278	53	09-116-701	4,505.78	REHAB PROGRAM
	031907	31278	53	09-116-701	2,260.10	REHAB PROGRAM
Check Date	3/22/2007	Check Nbr	011803	Check Total:	7,187.14	
01053 ACCENT BUSINESS SOLUTIONS INC	201530	31100	51	10-115-241	39.00	ROLLER REPLACEMENT DOC FOLDER
	201634	31100	51	10-115-241	422.18	COLOR COPIER MAINTENANCE/2ND
	201630	31731	54	10-149-241	971.54	RENTAL AGREEMENT/COPIER
Check Date	3/22/2007	Check Nbr	011804	Check Total:	1,432.72	
01075 ACCURATE SUSPENSION WAREHOUSE	7002953	31731	54	10-149-300	32.84	BRAKLEEN 1 GAL
Check Date	3/22/2007	Check Nbr	011805	Check Total:	32.84	
01850 ASSESSMENT TECHNOLOGIES LLC	1281	31100	51	04-107-214	27.50	CUSTOM PROGRAMMING
Check Date	3/22/2007	Check Nbr	011807	Check Total:	27.50	
01842 ASSOCIATED APPRAISAL	4937	31100	51	04-107-219	4,708.33	PROFESSIONAL SERVICES/FEBRUARY
	4937	31100	51	04-107-310	12.11	POSTAGE/SUPPLIES/ENVELOPES/ETC
Check Date	3/22/2007	Check Nbr	011806	Check Total:	4,720.44	
19120 AT&T	920R09453003	31100	51	10-115-221	64.30	MONTHLY CHARGES
	920R09453003	31201	54	10-301-221	169.45	MONTHLY CHARGES
Check Date	3/22/2007	Check Nbr	011849	Check Total:	233.75	

Date: Thursday, March 22, 2007
Time: 08:51AM
User: MGRIESBACH

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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
02050 BADGER LAB & ENGINEERING INC	INV000029314	31201	54	10-301-212	752.00	WASTEWATER SAMPLING WHITING
	INV000029300	31201	54	10-301-212	232.00	WASTEWATER SAMPLING UTILITIES
	INV000029301	31201	54	10-301-212	942.00	WASTEWATER SAMPLING INTERTAPE
	inv000029302	31201	54	10-301-212	752.00	WASTEWATER SAMPLING GRAPHIC PK
	INV000029299	31201	54	10-301-212	752.00	WASTEWATER SAMPLING GUNDERSON
	INV000029298	31201	54	10-301-212	752.00	WASTEWATER SAMPLING ALCAN PKG
Check Date	3/22/2007	Check Nbr	011808		Check Total:	4,182.00
02335 BECK ELECTRIC INC	D58	31100	54	10-131-243	791.92	ACCIDENT/THIRD & RACINE
	D64	31100	54	10-143-243	274.00	ACCIDENT/CENTER STREET
	D60	31100	54	10-143-243	208.82	ACCIDENT/WATER ST
Check Date	3/22/2007	Check Nbr	011809		Check Total:	1,274.74
02407 BERGSTROM GM OF NEENAH	203294	31731	54	10-149-383	35.03	HANDLE
	203398	31731	54	10-149-383	9.46	REPR END
	CTCS700408	31731	54	10-149-294	122.85	VEHICLE REPAIR
Check Date	3/22/2007	Check Nbr	011810		Check Total:	167.34
02410 BERGSTROM NEENAH-MENASHA FORD	CVCS699201	31100	52	08-101-295	1,291.10	BRAKE MAINTENANCE/ALLIGNMENT
Check Date	3/22/2007	Check Nbr	011811		Check Total:	1,291.10
02760 BROOKS TRACTOR	D79767	31731	54	10-149-383	809.22	PIN/BUSHING/LAMP/SEAL
	D79932	31731	54	10-149-383	429.83	CABLES/BLADE FAN
Check Date	3/22/2007	Check Nbr	011812		Check Total:	1,239.05
02796 BUBRICK'S	15011	31100	52	08-101-300	284.99	SHREDDER
	14698	31100	52	08-101-310	174.39	PAPER/STAPLES/RIBBON
Check Date	3/22/2007	Check Nbr	011813		Check Total:	459.38

Date: Thursday, March 22, 2007
Time: 08:51AM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
02815 SYLVIA BULL	022807	31100	53	09-212-331	16.00	MILEAGE
	Check Date 3/22/2007	Check Nbr	011814	Check Total:	16.00	
03225 CB SUPPLY COMPANY INC	0130676-IN	31731	54	10-149-383	39.00	A50 V-BELT
	Check Date 3/22/2007	Check Nbr	011815	Check Total:	39.00	
03275 CENTRAL AUDIO-VISUAL EQUIPMENT	07-10628	31100	52	08-101-300	39.13	DURACELL AAA BATTERY
	Check Date 3/22/2007	Check Nbr	011816	Check Total:	39.13	
03585 COMMUNITY HOUSING COORDINATOR	82	31100	56	03-202-219	1,600.00	ADMINISTRATION HOUSING PLAN
	Check Date 3/22/2007	Check Nbr	011817	Check Total:	1,600.00	
03817 CROSS & OBERLIE	7-067	31100	56	03-202-291	271.65	PARKING PERMIT STICKERS
	Check Date 3/22/2007	Check Nbr	011818	Check Total:	271.65	
04186 JAMIE DELEEUEW	032107	31201	54	10-301-212	547.50	REIMBURSE SUMP PUMP/PIT
	Check Date 3/22/2007	Check Nbr	011819	Check Total:	547.50	
05235 ENVIRONMENTAL SYSTEMS	91501043	31100	51	04-109-243	14.18	MEDIA COST FOR UPGRADE/MAINT
	Check Date 3/22/2007	Check Nbr	011820	Check Total:	14.18	
06115 FERRELLGAS	1014668300	31731	54	10-149-300	41.42	LIQUEFIED PETROLEUM
	Check Date 3/22/2007	Check Nbr	011821	Check Total:	41.42	
09050 IBT	20	31100	55	07-202-240	266.45	FIX FOUNTAIN/SMITH PARK
	Check Date 3/22/2007	Check Nbr	011822	Check Total:	266.45	

Date: Thursday, March 22, 2007
Time: 08:51AM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

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Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
10230 JOHN'S SAW SERVICE	7957	31100	55	07-202-243	5.99	FUEL CAP FOR CHAINSAW
	7553	31731	54	10-149-383	60.98	HD AIR FILTERS
	Check Date	3/22/2007	Check Nbr	011823	Check Total:	66.97
11365 KUNDINGER FLUID POWER INC	p364630	31731	54	10-149-300	41.08	PH AUFS64TBLU010 FAST STOR
	p364630	31731	54	10-149-383	50.76	BALL VALVE
	p350371	31731	54	10-149-383	76.44	PH10643-12-16 PARKRIMP COUP
	Check Date	3/22/2007	Check Nbr	011824	Check Total:	168.28
12092 LAKE PARK VILLAS HOMEOWNERS	022607	31482	54	10-143-223	67.10	
	022607	31482	55	07-202-216	996.29	
	022607	31482	55	07-202-223	111.00	
	022607	31482	56	03-501-223	23.85	
	022607	31482	56	03-501-513	615.00	
	Check Date	3/22/2007	Check Nbr	011825	Check Total:	1,813.24
12250 LAWSON PRODUCTS INC	5348192	31731	54	10-149-300	167.94	MISC PARTS
	Check Date	3/22/2007	Check Nbr	011826	Check Total:	167.94
13095 MARSHALL & ILSLEY TRUST CO	032207	31100	21	04-415-000	157.38	FLEX SPEND MEDICAL
	032207	31100	21	04-417-000	96.15	FLEX SPEND DEPENDENT
	Check Date	3/22/2007	Check Nbr	011827	Check Total:	253.53
13097 MARSHALL & ILSLEY TRUST-MILW	5102345	31100	51	02-105-216	256.00	MONTHLY FEE
	Check Date	3/22/2007	Check Nbr	011828	Check Total:	256.00
13149 MATTHEWS COMMERCIAL TIRE CTR	019405	31731	54	10-149-382	422.98	SHOP SUPPLIES/TIRE REPAIR
	019346	31731	54	10-149-382	504.81	TRUCK SERVICE
	019401	31731	54	10-149-382	24.76	REPAIR TRUCK FLAT
	Check Date	3/22/2007	Check Nbr	011829	Check Total:	952.55

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13150 MATTHEWS TIRE & AUTO SERVICE	312860	31731	54	10-149-382	113.62	SERVICE
Check Date	3/22/2007	Check Nbr	011830		Check Total:	113.62
13360 MENASHA ELECTRIC & WATER UTILI	032307	31731	54	10-149-223	12.32	SALT SHED
	030807	31100	54	10-143-223	13,581.58	STREET LIGHTING
	030207	31100	55	07-202-223	8.88	MANITOWOC ST BOAT
Check Date	3/22/2007	Check Nbr	011831		Check Total:	13,602.78
13370 MENASHA EMPLOYEES CREDIT UNION	032207	31100	21	04-299-020	1,857.83	DEDUCTIONS
Check Date	3/22/2007	Check Nbr	011832		Check Total:	1,857.83
13375 MENASHA EMPLOYEES LOCAL 1035	031507	31100	21	04-299-031	1,785.00	UNION DUES
	031507	31100	21	04-299-031	-1,785.00	VOID/INCORRECT AMOUNT
	032207	31100	21	04-299-031	232.00	UNION DEDUCTIONS
Check Date	3/22/2007	Check Nbr	011833		Check Total:	232.00
13377 MENASHA EMPLOYEES LOCAL 1035B	031507	31100	21	04-299-032	200.00	UNION DUES
	031507	31100	21	04-299-032	-200.00	VOID/INCORRECT AMOUNT
Check Date	3/22/2007	Check Nbr	011834		Check Total:	0.00
13400 MENASHA JOINT SCHOOL DISTRICT	031907	31100	41	04-103-000	5,940.61	MARCH MOBILE HOME TAX
Check Date	3/22/2007	Check Nbr	011835		Check Total:	5,940.61
13405 MENASHA LIBRARY STAFF ASSN	031507	31100	21	04-299-022	92.00	SUNSHINE FUND
		31100	21	04-299-022	-92.00	DUPLICATE REQUESTED
Check Date	3/22/2007	Check Nbr	011836		Check Total:	0.00
13435 MENASHA POSTMASTER	031907	31100	55	07-201-311	1,446.16	2007 SUMMER BROCHURE MAILING
Check Date	3/22/2007	Check Nbr	011837		Check Total:	1,446.16

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13445 MENASHA PUBLIC WORKS FACILITY	032007	31100	54	10-124-311	40.08	POSTAGE
Check Date	3/22/2007	Check Nbr	011838	Check Total:	40.08	
13580 MID-AMERICAN RESEARCH CHEMICAL	0323745-IN	31100	55	07-203-313	363.87	CLEANING SUPPLIES
Check Date	3/22/2007	Check Nbr	011839	Check Total:	363.87	
13730 MONROE TRUCK EQUIPMENT INC	480082	31731	54	10-149-383	66.00	PUMP/O RING
Check Date	3/22/2007	Check Nbr	011840	Check Total:	66.00	
14395 NORTH AMERICAN SALT CO	70030259	31100	54	10-124-300	4,761.90	BULK HIGHWAY COARSE W/YPS
Check Date	3/22/2007	Check Nbr	011841	Check Total:	4,761.90	
16025 PACKER CITY INTERNATIONAL	3270530008	31731	54	10-149-383	25.10	NUT
	3270520045	31731	54	10-149-383	25.40	AIR FILT
	3270580007	31731	54	10-149-383	5.07	BLADE
	3270580144	31731	54	10-149-383	41.58	CRIMP FI
	3270570013	31731	54	10-149-383	50.20	NUT
Check Date	3/22/2007	Check Nbr	011843	Check Total:	147.35	
16300 PIGGLY WIGGLY #24	030607	31827	53	09-212-300	32.83	MARCH PARTY
Check Date	3/22/2007	Check Nbr	011844	Check Total:	32.83	
16885 PROPERTY OPPORTUNITIES	032107	31201	54	10-301-212	675.00	REIMBURSE SUMP PUMP/PIT
Check Date	3/22/2007	Check Nbr	011845	Check Total:	675.00	
18200 REINDERS INC	1145871-00	31731	54	10-149-383	45.24	SWITCH-MICRO
Check Date	3/22/2007	Check Nbr	011846	Check Total:	45.24	
18428 ROY ROGERS	031207	31827	53	09-212-300	84.38	FOOD SUPPLIES/MARCH PARTY
Check Date	3/22/2007	Check Nbr	011847	Check Total:	84.38	

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19043 SAFETY VISION	0331348-IN	31731	54	10-149-383	56.70	CAMERA CABLE/SANITATION
	0331942-IN	31731	54	10-149-383	151.27	CAMERA EQPT RECYCLING TRUCK
	Check Date	3/22/2007	Check Nbr	011848	Check Total:	207.97
19185 SCHMIDT ENGINEERING & EQUIPMEN	125107	31100	54	10-124-300	389.70	HYD CYLINDER
	Check Date	3/22/2007	Check Nbr	011850	Check Total:	389.70
19725 STREICHERS PROF POLICE EQUIPME	I417829	31100	52	08-101-300	70.00	WEAPON SUPPLIES
	I417829	31100	52	08-101-315	102.99	WEAPON SUPPLIES
	Check Date	3/22/2007	Check Nbr	011851	Check Total:	172.99
20290 TOUGH SOLUTIONS	TSI331569	31100	52	08-101-295	1,285.00	DOCKS FOR MDC'S
	Check Date	3/22/2007	Check Nbr	011852	Check Total:	1,285.00
20325 TRAFFIC & PARKING CONTROL CO	265532	31100	54	10-131-315	745.00	CONES
	Check Date	3/22/2007	Check Nbr	011853	Check Total:	745.00
21280 USCM PAYROLL PROCESSING	032207	31100	21	04-419-000	1,082.50	DEFERRED COMP
	Check Date	3/22/2007	Check Nbr	011854	Check Total:	1,082.50
22040 VALLEY DIESEL INJECTION INC	31953	31731	54	10-149-383	13.26	EXHAUST PIPE
	Check Date	3/22/2007	Check Nbr	011855	Check Total:	13.26
15190 VEOLIA ENVIRONMENTAL SERVICES	155372	31100	12	04-399-000	67.10	BROAD ST LOT
	Check Date	3/22/2007	Check Nbr	011842	Check Total:	67.10
22430 VISION INSURANCE PLAN OF AMERI	46318	31100	21	04-619-005	1,059.60	EMPLOYEE PREMIUM
	Check Date	3/22/2007	Check Nbr	011856	Check Total:	1,059.60

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23117 WAUSAU SIGNATURE AGENCY	37588	31733	51	02-116-517	4,698.00	BOILER/MACHINERY CASUALTY INS
Check Date	3/22/2007	Check Nbr	011857	Check Total:	4,698.00	
23152 WE ENERGIES	030607	31100	53	09-102-224	422.53	226 MAIN STREET
	030607	31100	55	07-202-224	413.76	2170 PLANK RD
Check Date	3/22/2007	Check Nbr	011858	Check Total:	836.29	
23275 WINNEBAGO COUNTY TREASURER	SHJ100368	31100	52	08-602-250	286.00	INMATE DAILY CHARGES
	RD100818	31100	51	04-101-218	53.00	CSM
Check Date	3/22/2007	Check Nbr	011859	Check Total:	339.00	
23450 WISCONSIN STATE LAB OF HYGIENE	3518838	31278	53	09-116-701	102.00	REHAB PROGRAM
Check Date	3/22/2007	Check Nbr	011860	Check Total:	102.00	
23455 WISCONSIN SUPPORT COLLECTIONS	032207	31100	21	04-299-015	436.31	CHILD SUPPORT DEDUCTIONS
	032207	31100	21	04-299-016	138.40	SPOUSAL SUPPORT
Check Date	3/22/2007	Check Nbr	011861	Check Total:	574.71	
23465 WISCONSIN TAXPAYERS ALLIANCE	032007	31100	51	04-106-322	28.00	3 YEAR RENEWAL
Check Date	3/22/2007	Check Nbr	011862	Check Total:	28.00	
Grand Total:					69,772.61	

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00128 3M	OF27057	31100	55	06-101-243	655.00	SERVICE CONTRACT
	Check Date 3/22/2007	Check Nbr	011863	Check Total:	655.00	
01160 ALLIANCE ENTERTAINMENT CORP	PJB26363963	31100	55	06-101-314	399.18	LIBRARY MATERIALS
	PJB26405029	31100	55	06-101-314	13.99	LIBRARY MATERIALS
	PJB26513836	31100	55	06-101-314	75.46	LIBRARY MATERIALS
	PJB26391793	31100	55	06-101-314	105.49	LIBRARY MATERIALS
	PJB26513833	31100	55	06-101-314	145.75	LIBRARY MATERIALS
	PJB26514086	31100	55	06-101-314	311.62	LIBRARY MATERIALS
	PJB26542940	31100	55	06-101-314	80.74	LIBRARY MATERIALS
	PJB26568712	31100	55	06-101-314	479.25	LIBRARY MATERIALS
	PJB26614070	31100	55	06-101-314	201.72	LIBRARY MATERIALS
	Check Date 3/22/2007	Check Nbr	011864	Check Total:	1,813.20	
01655 AMERICAN-WISCONSIN FIRE PROTEC	11375	31100	55	06-101-240	101.45	ANNUAL SERVICE AGREEMENT
	Check Date 3/22/2007	Check Nbr	011865	Check Total:	101.45	
02052 BADGERLAND PAINTS	206326	31100	55	06-101-313	37.20	HOUSEKEEPING SUPPLIES
	Check Date 3/22/2007	Check Nbr	011866	Check Total:	37.20	
02115 BAKER & TAYLOR INC	2018087543	31100	55	06-101-314	718.10	LIBRARY MATERIALS
	2018104143	31100	55	06-101-314	703.12	LIBRARY MATERIALS
	2018121776	31100	55	06-101-314	138.77	LIBRARY MATERIALS
	2018149475	31100	55	06-101-314	287.73	LIBRARY MATERIALS
	2018171878	31100	55	06-101-314	149.21	LIBRARY MATERIALS
	2018207431	31100	55	06-101-314	241.76	LIBRARY MATERIALS
	2018177620	31100	55	06-101-314	388.69	LIBRARY MATERIALS
	2018177716	31100	55	06-101-314	241.77	LIBRARY MATERIALS
	2018205815	31100	55	06-101-314	502.14	LIBRARY MATERIALS
	Check Date 3/22/2007	Check Nbr	011867	Check Total:	3,371.29	

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02335 BECK ELECTRIC INC	D56	31100	55	06-101-240	98.16	REPAIR/MAINTENANCE
	Check Date	3/22/2007	Check Nbr	011868	Check Total:	98.16
02635 BOOK WHOLESALERS INC	2754852	31100	55	06-101-314	19.09	LIBRARY MATERIALS
	2754192	31100	55	06-101-314	288.32	LIBRARY MATERIALS
	2757557	31100	55	06-101-314	10.29	LIBRARY MATERIALS
	2758548	31100	55	06-101-314	109.97	LIBRARY MATERIALS
	2763752	31100	55	06-101-314	10.27	LIBRARY MATERIALS
	2768221	31100	55	06-101-314	13.74	LIBRARY MATERIALS
	2770533	31100	55	06-101-314	91.44	LIBRARY MATERIALS
	2774569	31100	55	06-101-314	105.33	LIBRARY MATERIALS
	2776973	31100	55	06-101-314	15.32	LIBRARY MATERIALS
	2781544	31100	55	06-101-314	430.97	LIBRARY MATERIALS
	2764521	31100	55	06-101-314	78.93	LIBRARY MATERIALS
	2765001	31100	55	06-101-314	10.29	LIBRARY MATERIALS
	2764523	31100	55	06-101-314	42.90	LIBRARY MATERIALS
	2764522	31100	55	06-101-314	251.73	LIBRARY MATERIALS
	2774571	31100	55	06-101-314	52.31	LIBRARY MATERIALS
	2774570	31100	55	06-101-314	139.97	LIBRARY MATERIALS
	2777578	31100	55	06-101-314	4.57	LIBRARY MATERIALS
	2777577	31100	55	06-101-314	10.29	LIBRARY MATERIALS
	2777576	31100	55	06-101-314	802.19	LIBRARY MATERIALS
	2781545	31100	55	06-101-314	52.15	LIBRARY MATERIALS
	2781546	31100	55	06-101-314	28.13	LIBRARY MATERIALS
	Check Date	3/22/2007	Check Nbr	011870	Check Total:	2,568.20
02673 THOMAS BOUREGY & CO INC	47729A	31100	55	06-101-314	138.50	LIBRARY MATERIALS
	Check Date	3/22/2007	Check Nbr	011871	Check Total:	138.50
03264 KATHY CEMAN	03202007	31100	55	06-101-316	47.00	PROGRAM SUPPLIES
	Check Date	3/22/2007	Check Nbr	011872	Check Total:	47.00

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03265 CENTER POINT LARGE PRINT	622127	31100	55	06-101-314	38.34	LIBRARY MATERIALS
	628299	31100	55	06-101-314	38.34	LIBRARY MATERIALS
Check Date	3/22/2007	Check Nbr	011873	Check Total:	76.68	
04195 DEMCO INC	2739401DUP	31100	55	06-101-300	408.71	DEPARTMENT SUPPLIES
	2745078DUP	31100	55	06-101-300	13.45	DEPARTMENT SUPPLIES
	2739401	31100	55	06-101-310	233.60	OFFICE SUPPLIES
Check Date	3/22/2007	Check Nbr	011874	Check Total:	655.76	
05020 EAGLE SUPPLY & PLASTICS INC	2076177-IN	31100	55	06-101-240	30.00	REPAIR/MAINTENANCE
	Check Date	3/22/2007	Check Nbr	011875	Check Total:	30.00
06520 FOX STAMP SIGN & SPECIALTY	132538	31100	55	06-101-300	22.55	DEPARTMENT SUPPLIES
	Check Date	3/22/2007	Check Nbr	011876	Check Total:	22.55
07075 GANNETT NEWSPAPERS	03202007	31100	55	06-101-314	195.52	LIBRARY MATERIALS
	Check Date	3/22/2007	Check Nbr	011877	Check Total:	195.52
07110 GAYLORD BROTHERS INC	997164	31100	55	06-101-300	196.00	DEPARTMENT SUPPLIES
	1000504	31100	55	06-101-300	30.95	DEPARTMENT SUPPLIES
	1004531	31100	55	06-101-310	84.27	OFFICE SUPPLIES
Check Date	3/22/2007	Check Nbr	011878	Check Total:	311.22	
07549 BILLY GRISACK	03202007	31100	55	06-101-205	150.00	CHILDRENS PROGRAM
	03202007	31100	55	07-201-205	150.00	CHILDRENS PROGRAM
Check Date	3/22/2007	Check Nbr	011879	Check Total:	300.00	
08395 HIGHSMITH COMPANY INC	9840739-001	31100	55	06-101-300	571.25	DEPARTMENT SUPPLIES
	Check Date	3/22/2007	Check Nbr	011880	Check Total:	571.25

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09135 INGRAM LIBRARY SERVICES	2CM70471	31100	55	06-101-314	-28.74	CREDIT
	17127183	31100	55	06-101-314	210.41	LIBRARY MATERIALS
	17402401	31100	55	06-101-314	111.14	LIBRARY MATERIALS
	17510963	31100	55	06-101-314	94.82	LIBRARY MATERIALS
	17626083	31100	55	06-101-314	82.10	LIBRARY MATERIALS
Check Date	3/22/2007	Check Nbr	011881		Check Total:	469.73
11155 KITZ & PFEIL INC	02-12-140014	31100	55	06-101-313	21.75	HOUSEKEEPING SUPPLIES
	Check Date	3/22/2007	Check Nbr	011882	Check Total:	21.75
13345 MENARDS-APPLETON EAST	33929	31100	55	06-101-240	27.23	REPAIR-MAINTENANCE
	Check Date	3/22/2007	Check Nbr	011883	Check Total:	27.23
13588 MIDLAND PLASTICS INC	00913883	31100	55	06-101-240	305.00	REPAIR-MAINTENANCE
	Check Date	3/22/2007	Check Nbr	011884	Check Total:	305.00
13610 MIDWEST TAPE	1372831	31100	55	06-101-314	141.93	LIBRARY MATERIALS
	1376734	31100	55	06-101-314	80.97	LIBRARY MATERIALS
	1368700	31100	55	06-101-314	159.91	LIBRARY MATERIALS
	1372526	31100	55	06-101-314	26.98	LIBRARY MATERIALS
	1376806	31100	55	06-101-314	34.96	LIBRARY MATERIALS
Check Date	3/22/2007	Check Nbr	011885		Check Total:	444.75
13675 MINITEX-CPP	40525	31100	55	06-101-300	1,136.00	DEPARTMENT SUPPLIES
	40528	31100	55	06-101-300	256.00	DEPARTMENT SUPPLIES
Check Date	3/22/2007	Check Nbr	011886		Check Total:	1,392.00
13720 MODERN BUSINESS MACHINES	26121058	31100	55	06-101-243	525.37	SERVICE CONTRACT
	Check Date	3/22/2007	Check Nbr	011887	Check Total:	525.37

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13786 MOTION PICTURE LICENSING CORP	12414850	31100	55	06-101-205	80.00	PROGRAM
Check Date	3/22/2007	Check Nbr	011888	Check Total:	80.00	
15045 OFFICE DEPOT	142029335000	31100	55	06-101-300	121.12	DEPARTMENT SUPPLIES
	142010074000	31100	55	06-101-310	115.92	OFFICE SUPPLIES
	142026355000	31100	55	06-101-310	159.96	OFFICE SUPPLIES
	142036934000	31100	55	06-101-310	32.97	OFFICE SUPPLIES
	142029334000	31100	55	06-101-310	640.06	OFFICE SUPPLIES
	3759465140010	31100	55	06-101-310	279.90	OFFICE SUPPLIES
Check Date	3/22/2007	Check Nbr	011889	Check Total:	1,349.93	
15090 OGDEN PLUMBING & HEATING INC	51158	31100	55	06-101-240	88.19	REPAIR/MAINTENANCE
Check Date	3/22/2007	Check Nbr	011890	Check Total:	88.19	
17050 QUALITY BOOKS INC	105564	31100	55	06-101-314	78.12	LIBRARY MATERIALS
	105936	31100	55	06-101-314	28.08	LIBRARY MATERIALS
	106146	31100	55	06-101-314	19.95	LIBRARY MATERIALS
Check Date	3/22/2007	Check Nbr	011891	Check Total:	126.15	

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18094 RANDOM HOUSE INC	1082688372	31100	55	06-101-314	20.21	LIBRARY MATERIALS
	1082688373	31100	55	06-101-314	96.00	LIBRARY MATERIALS
	1082688374	31100	55	06-101-314	76.50	LIBRARY MATERIALS
	1082688375	31100	55	06-101-314	44.00	LIBRARY MATERIALS
	1082688376	31100	55	06-101-314	36.00	LIBRARY MATERIALS
	1082718185	31100	55	06-101-314	30.40	LIBRARY MATERIALS
	1082718186	31100	55	06-101-314	40.00	LIBRARY MATERIALS
	1082718187	31100	55	06-101-314	24.00	LIBRARY MATERIALS
	1082748640	31100	55	06-101-314	56.00	LIBRARY MATERIALS
	1082748641	31100	55	06-101-314	40.00	LIBRARY MATERIALS
	1082778565	31100	55	06-101-314	160.00	LIBRARY MATERIALS
	1082778566	31100	55	06-101-314	68.00	LIBRARY MATERIALS
Check Date 3/22/2007 Check Nbr 011892 Check Total:					691.11	
19140 SCHARPF'S OFFICE PRODUCTS INC	370864	31100	55	06-101-310	-6.11	CREDIT
	370796	31100	55	06-101-310	22.94	OFFICE SUPPLIES
	371065	31100	55	06-101-310	20.90	OFFICE SUPPLIES
	371331	31100	55	06-101-310	145.59	OFFICE SUPPLIES
	370783	31100	55	06-101-310	16.49	OFFICE SUPPLIES
	370731	31100	55	06-101-310	83.12	OFFICE SUPPLIES
	370725	31100	55	06-101-310	42.64	OFFICE SUPPLIES
	371386	31100	55	06-101-310	21.58	OFFICE SUPPLIES
Check Date 3/22/2007 Check Nbr 011893 Check Total:					347.15	
19200 SCHOLASTIC LIBRARY PUBLISHING	11158492	31100	55	06-101-314	140.40	LIBRARY MATERIALS
Check Date 3/22/2007 Check Nbr 011894 Check Total:					140.40	
19388 DUANE SHUKOSKI	144	31100	55	06-101-292	250.00	LIBRARY VIDEO FOR WEB SITE
Check Date 3/22/2007 Check Nbr 011895 Check Total:					250.00	

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19650 STATE CHEMICAL MFG CO	93316776	31100	55	06-101-313	137.01	HOUSEKEEPING SUPPLIES
Check Date	3/22/2007	Check Nbr	011896	Check Total:	137.01	
21053 UNIQUE BOOKS INC	338992	31100	55	06-101-314	115.47	LIBRARY MATERIALS
	338993	31100	55	06-101-314	234.83	LIBRARY MATERIALS
	338994	31100	55	06-101-314	1,172.39	LIBRARY MATERIALS
	338995	31100	55	06-101-314	449.07	LIBRARY MATERIALS
Check Date	3/22/2007	Check Nbr	011897	Check Total:	1,971.76	
21054 UNIQUE MANAGEMENT SERVICES INC	161861	31100	46	04-171-000	214.80	COLLECTION AGENCY FEES
Check Date	3/22/2007	Check Nbr	011898	Check Total:	214.80	
23095 WATSON LABEL PRODUCTS	68768	31100	55	06-101-300	1,772.00	DEPARTMENT SUPPLIES
	68748	31100	55	06-101-300	1,335.85	DEPARTMENT SUPPLIES
Check Date	3/22/2007	Check Nbr	011899	Check Total:	3,107.85	
23229 JULIE WING	03202007	31100	55	06-101-300	14.77	DEPARTMENT SUPPLIES
	03202007	31100	55	06-101-300	50.72	DEPARTMENT SUPPLIES
Check Date	3/22/2007	Check Nbr	011900	Check Total:	65.49	
23293 WINNEFOX LIBRARY SYSTEM	2515	31100	55	06-101-314	25.00	LIBRARY MATERIALS
Check Date	3/22/2007	Check Nbr	011901	Check Total:	25.00	
23565 WRIGHT INDUSTRIAL INC	0574362IN	31100	55	06-101-313	11.00	HOUSEKEEPING SUPPLIES
Check Date	3/22/2007	Check Nbr	011902	Check Total:	11.00	
Grand Total:					22,784.65	

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01210 AFFINITY OCCUPATIONAL HEALTH	201750	31100	51	02-105-215	94.50	PRE-PLACEMENT EXAM
	Check Date	3/29/2007	Check Nbr	011903	Check Total:	94.50
01315 AIRGAS NORTH CENTRAL	105372455	31731	54	10-149-242	45.95	EXTINGUISHER SERVICE
	105390723	31731	54	10-149-242	44.52	ACETYLENE/ARGON/OXYGEN CYL
	105390722	31100	55	07-202-204	21.84	ACETYLENE/ARGON/OXYGEN CYL
	105403201	31731	54	10-149-300	30.76	CUTTING TIP
	Check Date	3/29/2007	Check Nbr	011904	Check Total:	143.07
01675 AMT	032907	31100	21	04-299-022	150.00	WAGE ASSIGNMENT
	Check Date	3/29/2007	Check Nbr	011905	Check Total:	150.00
01755 APPLETON RADIATOR INC	006231	31731	54	10-149-294	140.00	REPAIR RADIATOR
	Check Date	3/29/2007	Check Nbr	011906	Check Total:	140.00
01763 APPLETON SIGN COMPANY	25635S-00	31100	55	07-202-244	200.00	PARK SIGN DESIGN
	Check Date	3/29/2007	Check Nbr	011907	Check Total:	200.00
01876 ATLANTIC TACTICAL	SI-224206	31100	52	08-101-315	128.49	MACE HOLDER/SPRAY
	Check Date	3/29/2007	Check Nbr	011908	Check Total:	128.49
02260 BAYCOM INC	171964	31100	52	08-101-295	569.45	INSTALL NEW CONSOLE
	Check Date	3/29/2007	Check Nbr	011909	Check Total:	569.45
02335 BECK ELECTRIC INC	D75	31100	54	10-143-300	747.84	LIGHTS/DOWNTOWN
	Check Date	3/29/2007	Check Nbr	011910	Check Total:	747.84
02500 BARB BIGALKE	032007	31262	52	08-101-300	12.59	VCR MISC
	Check Date	3/29/2007	Check Nbr	011911	Check Total:	12.59

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02760 BROOKS TRACTOR	D80086	31731	54	10-149-383	30.71	FILTER
	Check Date	3/29/2007	Check Nbr	011912	Check Total:	30.71
02785 MICHAEL BRUNN	032707	31100	52	08-101-193	99.75	UNIFORM ALLOWANCE
	Check Date	3/29/2007	Check Nbr	011913	Check Total:	99.75
03051 CALUMET COUNTY CLERK COURTS	032307	31100	21	04-229-000	300.00	BOND
	Check Date	3/29/2007	Check Nbr	011914	Check Total:	300.00
03465 CLASSIC PRINTING INC	20291	31100	51	04-106-291	198.48	INVOICE FORMS
	Check Date	3/29/2007	Check Nbr	011915	Check Total:	198.48
04005 D&M INTERIORS	023327	31100	51	10-115-240	96.00	
	023327	31100	52	08-101-240	49.95	
	Check Date	3/29/2007	Check Nbr	011916	Check Total:	145.95
04187 JIM DEGOEY	022007	31827	53	09-212-205	50.00	DONATION FOR MARCH PARTY
	022007	31827	53	09-212-205	-50.00	CANCELLED PERFORMANCE
	Check Date	3/29/2007	Check Nbr	011917	Check Total:	0.00
05095 EJ ARENA SPORTS	154216	31100	46	04-177-000	105.60	2004-2005 SKATE RENTAL
	154216	31100	55	07-201-300	196.00	SKATES/LACES/SHARPENING
	032807	31100	46	04-177-000	95.80	2006-2007 SKATE RENTAL
	Check Date	3/29/2007	Check Nbr	011918	Check Total:	397.40

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05100 ELAN CARDMEMBER SERVICE	031407	31100	21	04-289-000	27.72	ORIENTAL TRADING/NETT
	031407	31100	48	04-319-000	-23.59	PAY PAL BALANCE
	031407	31100	48	04-319-000	-19.97	PHONE SYSTEM/PAY PAL/IT
	031407	31262	48	04-597-000	69.98	OFFICEMAX/STANKE
	031407	31100	51	04-106-315	228.00	PHONES/FINANCE
	031407	31100	51	04-109-213	22.20	PHONE SYSTEM/IT
	031407	31100	51	04-109-214	19.95	ECI GOTOMYPC.COM/LACEY
	031407	31100	51	04-109-221	18.74	VONAGE/STOFFEL
	031407	31100	51	04-109-315	70.59	CDW GOVERNMENT/LACEY
	031407	31100	51	10-115-240	48.64	CHD DISTRIB/ALIX
	031407	31100	51	10-115-310	439.99	TONER BOSS/CITY HALL
	031407	31100	51	10-115-313	62.01	LABSAFE/ALIX
	031407	31100	52	08-101-300	129.80	MEDICAL GLOVES/STANKE
	031407	31100	52	08-101-310	32.99	TONER BOSS/POLICE
	031407	31100	52	08-101-310	77.88	TONER BOSS/POLICE
	031407	31100	52	08-101-315	-53.98	INTERSTATE SUPPLY RETRN/STANKE
	031407	31100	52	08-101-315	50.26	CDW GOVERNMENT/LACEY
	031407	31100	52	08-101-315	57.00	PHONES/POLICE
	031407	31100	52	08-101-333	60.00	KALAHARI RESORTS/STANKE
	031407	31100	52	08-101-337	250.00	UW EXTENSION/STANKE
	031407	31827	53	09-212-300	13.90	ORIENTAL TRADING/NETT
	031407	31731	54	10-149-310	9.50	TONER BOSS/PWF
	031407	31100	55	06-101-292	968.28	GANNETT NEWSPAPER/LIBRARY
	031407	31100	55	06-101-310	241.25	TONER BOSS/LIBRARY
	031407	31100	55	06-101-313	29.19	LABSAFE/ALIX
	031407	31100	56	03-202-332	195.00	APA CONFERENCE/KEIL
Check Date 3/29/2007 Check Nbr 011919 Check Total:					3,025.33	
06050 FAITH TECHNOLOGIES INC	032307	31100	44	04-302-000	166.78	REIMBURSE INCORRECT FEES
	Check Date 3/29/2007 Check Nbr 011920 Check Total:					166.78

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07580 GUNDERSON UNIFORM & LINEN RENT	1192098	31100	51	10-115-201	25.74	MAT/MOP SERVICE
	1192098	31100	53	09-212-313	3.19	MAT/MOP SERVICE
	1192098	31100	55	07-202-313	3.19	MAT/MOP SERVICE
	Check Date	3/29/2007	Check Nbr	011921	Check Total:	32.12
08225 HEARTLAND COMMUNICATIONS INC	IVC000150975	31100	51	04-109-243	582.00	FIREWALL MAINT/EMERG REPLACE
	Check Date	3/29/2007	Check Nbr	011922	Check Total:	582.00
08495 HORN PRECAST	1048	31100	54	10-134-300	75.00	LATCH BASIN RISER RINGS
	Check Date	3/29/2007	Check Nbr	011923	Check Total:	75.00
08537 HSBC BUSINESS SOLUTIONS	09104J0581	31100	51	04-109-310	7.99	PHONE STAND/PATRICK
	Check Date	3/29/2007	Check Nbr	011924	Check Total:	7.99
09045 IBM CORPORATION	3713372	31100	51	04-109-243	1,428.00	IBM PRINTER MAINTENANCE
	Check Date	3/29/2007	Check Nbr	011925	Check Total:	1,428.00
11040 KAUKAUNA POLICE DEPARTMENT	032307	31100	21	04-229-000	109.00	BOND
	Check Date	3/29/2007	Check Nbr	011926	Check Total:	109.00
11075 GREG KEIL	032207	31100	56	03-202-331	209.05	MILEAGE
	032207	31100	56	03-202-333	161.00	CONFERENCE
	032207	31100	56	03-202-334	20.00	PARKING
	Check Date	3/29/2007	Check Nbr	011927	Check Total:	390.05
11307 DAN KROISS	032707	31201	54	10-301-212	675.00	REIMBURSE SUMP PUMP/409 RACINE
	Check Date	3/29/2007	Check Nbr	011928	Check Total:	675.00
12223 LAUREL'S CREATIONS	2134	31100	52	08-101-193	45.00	WINTER HATS
	Check Date	3/29/2007	Check Nbr	011929	Check Total:	45.00

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13095 MARSHALL & ILSLEY TRUST CO	032907	31100	21	04-415-000	1,713.35	FLEX SPEND MEDICAL
	032907	31100	21	04-419-000	173.08	FLEX SPEND DEPENDENT CARE
Check Date	3/29/2007	Check Nbr	011930	Check Total:	1,886.43	
13149 MATTHEWS COMMERCIAL TIRE CTR	019447	31731	54	10-149-382	57.92	GRADER TIRE REPAIR
	Check Date	3/29/2007	Check Nbr	011931	Check Total:	57.92
13360 MENASHA ELECTRIC & WATER UTILI	031507	31100	12	04-399-000	14.36	
	031507	31100	51	04-109-214	763.00	
	031507	31100	51	10-115-223	1,185.08	
	031507	31100	51	10-115-225	230.81	
	031507	31100	53	09-102-214	112.50	
	031507	31100	53	09-102-223	112.17	
	031507	31100	53	09-102-225	42.67	
	031507	31100	53	09-212-223	295.54	
	031507	31100	53	09-212-225	64.93	
	031507	31100	54	10-131-223	283.74	
	031507	31201	54	10-301-223	25.62	
	031507	31100	55	04-221-223	8.48	
	031507	31100	55	07-202-223	689.55	
	031507	31100	55	07-202-225	184.16	
	031507	31207	55	07-205-223	195.93	
	031507	31207	55	07-205-225	16.54	
	031507	31100	55	10-215-223	91.27	
	031507	31456	56	03-501-223	20.03	
Check Date	3/29/2007	Check Nbr	011932	Check Total:	4,336.38	
13370 MENASHA EMPLOYEES CREDIT UNION	032907	31100	21	04-299-020	21,858.00	DEDUCTIONS
	Check Date	3/29/2007	Check Nbr	011933	Check Total:	21,858.00

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13375 MENASHA EMPLOYEES LOCAL 1035	032907	31100	21	04-299-031	192.00	UNION DUES
Check Date	3/29/2007	Check Nbr	011934	Check Total:	192.00	
13377 MENASHA EMPLOYEES LOCAL 1035B	032907	31100	21	04-299-032	237.60	UNION DUES
Check Date	3/29/2007	Check Nbr	011935	Check Total:	237.60	
13425 CITY OF MENASHA POLICE DEPT	032307	31100	52	08-101-300	50.32	SUPPLIES
	032307	31100	52	08-101-311	23.40	POSTAGE
	032307	31100	52	08-101-333	35.62	MEETINGS
Check Date	3/29/2007	Check Nbr	011936	Check Total:	109.34	
13435 MENASHA POSTMASTER	032307	31100	53	09-212-311	65.00	
Check Date	3/29/2007	Check Nbr	011937	Check Total:	65.00	
13460 CITY OF MENASHA TREASURER	032807	31100	11	04-111-000	50.00	PETTY CASH/GARAGE ATTENDANT
Check Date	3/29/2007	Check Nbr	011938	Check Total:	50.00	
13650 MILWAUKEE BREWERS SALES DEPT	032807	31100	55	07-201-205	440.00	BUS TRIP
Check Date	3/29/2007	Check Nbr	011939	Check Total:	440.00	
13730 MONROE TRUCK EQUIPMENT INC	481096	31731	54	10-149-383	24.00	STOCK
Check Date	3/29/2007	Check Nbr	011940	Check Total:	24.00	
13755 MORTON SAFETY	156142	31100	55	07-202-315	49.54	PPE FOR PARK SHOP
Check Date	3/29/2007	Check Nbr	011941	Check Total:	49.54	
14205 CITY OF NEENAH TREASURER	032607	31100	52	05-201-250	222,210.00	FIRE RESCUE SERVICES/APRIL
Check Date	3/29/2007	Check Nbr	011942	Check Total:	222,210.00	

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14215 NEENAH-MENASHA MUNICIPAL COURT	032307	31100	21	04-229-000	547.88	BOND
	032307	31100	21	04-229-000	308.00	BOND
	032307	31100	21	04-229-000	93.80	BOND
	032307	31100	21	04-229-000	308.00	BOND
	032307	31100	21	04-229-000	364.00	BOND
	032307	31100	21	04-229-000	275.80	BOND
	032307	31100	21	04-229-000	106.40	BOND
	032307	31100	21	04-229-000	119.00	BOND
	032307	31100	21	04-229-000	439.60	BOND
	032307	31100	21	04-229-000	212.80	BOND
	032307	31100	21	04-229-000	106.40	BOND
	032307	31100	21	04-229-000	452.00	BOND
	032307	31100	21	04-229-000	308.00	BOND
	032307	31100	21	04-229-000	321.00	BOND
	032307	31100	21	04-229-000	112.00	BOND
	032307	31100	21	04-229-000	308.00	BOND
	032307	31100	21	04-229-000	182.00	BOND
Check Date 3/29/2007 Check Nbr 011944 Check Total:					4,564.68	
14270 NETWORK HEALTH PLAN	00336245	31100	21	04-619-003	106,015.03	EMPLOYEES
	00336245	31100	21	04-650-000	9,371.86	RETIREES/COBRA
Check Date 3/29/2007 Check Nbr 011945 Check Total:					115,386.89	
14395 NORTH AMERICAN SALT CO	70031914	31100	54	10-124-300	4,871.19	BULK HIGHWAY COARSE SALT
	Check Date 3/29/2007 Check Nbr 011946 Check Total:				4,871.19	
14520 NOVER ENGELSTEIN & ASSOCIATES	M2007	31100	51	04-109-243	600.00	INSPECTION SOFTWARE
	Check Date 3/29/2007 Check Nbr 011947 Check Total:				600.00	
15030 OCONTO COUNTY CLERK OF COURTS	032307	31100	21	04-229-000	209.00	BOND
	Check Date 3/29/2007 Check Nbr 011948 Check Total:				209.00	

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15080 OFFICEMAX CONTRACT INC	179140	31100	51	01-102-310	22.19	MAYOR
	179140	31100	51	02-103-310	19.49	ATTORNEY
	179140	31100	51	02-104-310	22.19	CLERK
	179140	31100	51	02-105-310	27.54	PERSONNEL
	179140	31100	51	02-117-310	49.68	ELECTIONS
	179140	31100	51	04-101-310	48.20	CC
Check Date	3/29/2007	Check Nbr	011949	Check Total:	189.29	
15090 OGDEN PLUMBING & HEATING INC	51228	31100	52	05-201-240	260.03	WORK ON BACKFLOW PREVENTER
	Check Date	3/29/2007	Check Nbr	011950	Check Total:	260.03
15280 OUTAGAMIE COUNTY CLERK OF COUR	032307	31100	21	04-229-000	100.00	BOND
	Check Date	3/29/2007	Check Nbr	011951	Check Total:	100.00
16025 PACKER CITY INTERNATIONAL	3270610007	31731	54	10-149-383	121.25	STROBE/BLADE/CLAMPS/MISC
	3270650027	31731	54	10-149-383	6.64	KIT
	3270640008	31731	54	10-149-383	10.14	BLADE
	3270640048	31731	54	10-149-383	18.47	SWITCH
Check Date	3/29/2007	Check Nbr	011952	Check Total:	156.50	
16095 PARTS ASSOCIATES INC	PAI0623602	31731	54	10-149-300	758.00	PARTS SUPPLIES
	Check Date	3/29/2007	Check Nbr	011953	Check Total:	758.00
18089 JOSE RAMIREZ	032707	31201	54	10-301-212	675.00	REIMBURSE SUMP PUMP/PIT
	Check Date	3/29/2007	Check Nbr	011954	Check Total:	675.00
18405 CLINT ROBERTS	032207	31827	53	09-212-205	50.00	ENTERTAINMENT MARCH PARTY
	Check Date	3/29/2007	Check Nbr	011955	Check Total:	50.00

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18505 ANGELA RUSH	032707	31201	54	10-301-212	675.00	REIMBURSE SUMP PUMP/PIT
	Check Date	3/29/2007	Check Nbr	011956	Check Total:	675.00
19025 SAFEGUARD BUSINESS SYSTEMS INC	022994008	31100	51	04-106-310	72.22	BANK DEPOSIT TICKETS
	Check Date	3/29/2007	Check Nbr	011957	Check Total:	72.22
19185 SCHMIDT ENGINEERING & EQUIPMEN	125157	31100	54	10-124-300	1,103.08	SPRING/SHOCK/STOCK
	Check Date	3/29/2007	Check Nbr	011958	Check Total:	1,103.08
19195 SCHOESSOW'S METALS & SUPPLIES	D61518	31100	55	07-202-300	445.00	BEAMS TO FIX BRIDGE PEANUT ISL
	Check Date	3/29/2007	Check Nbr	011959	Check Total:	445.00
19280 OFFICE OF SECRETARY OF STATE	032607	31100	52	08-101-216	20.00	NOTARY FEE/C SAHR
	Check Date	3/29/2007	Check Nbr	011960	Check Total:	20.00
19370 DR TERESA SHOBERG	032607	31100	53	09-102-215	150.00	CITY PHYSICIAN/APRIL
	Check Date	3/29/2007	Check Nbr	011961	Check Total:	150.00
19380 SHOPKO STORES INC	51154	31100	55	07-201-300	48.13	LATCH BOXES
	51210	31100	55	07-201-300	17.94	CANDY/YOUTH FAIR & BRIGADE
	Check Date	3/29/2007	Check Nbr	011962	Check Total:	66.07
19585 SPORTS GRAPHICS	2176A	31100	55	07-203-310	565.25	GUARD JACKETS
	2544A	31100	55	07-201-300	21.00	FLAG FOOTBALL CHAMPION
	2447A	31100	55	07-201-300	240.00	SOFTBALL TEES
	2544A	31100	55	07-201-300	21.00	FLAG FOOTBALL
		31100	55	07-203-310	-565.25	VOID CHECK 94080
		31100	55	07-201-300	-21.00	VOID CHECK 10587
	2447A	31100	55	07-201-300	-240.00	VOID/DUPLICATE PMT
	Check Date	3/29/2007	Check Nbr	011963	Check Total:	21.00

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19650 STATE CHEMICAL MFG CO	93348402	31100	13	04-106-000	234.21	LEMON SENSE
Check Date	3/29/2007	Check Nbr	011964		Check Total:	234.21
19701 JUDITH F STILP	032607	31100	52	08-101-216	25.00	NOTARY PUBLIC/C SAHR
Check Date	3/29/2007	Check Nbr	011965		Check Total:	25.00
19780 SUPERIOR LAMP INC	S2360854-01	31100	51	10-115-313	246.48	
Check Date	3/29/2007	Check Nbr	011966		Check Total:	246.48
20187 KIM THOMPSON	032707	31201	54	10-301-212	675.00	REIMBURSE SUMP PUMP/PIT
Check Date	3/29/2007	Check Nbr	011967		Check Total:	675.00
20315 TRADER PLUMBING	032307	31100	44	04-303-000	30.00	REFUND FEES/NOT REQUIRED
Check Date	3/29/2007	Check Nbr	011968		Check Total:	30.00
21095 UNITED WAY FOX CITIES	032907	31100	21	04-299-021	99.50	CONTRIBUTIONS
Check Date	3/29/2007	Check Nbr	011969		Check Total:	99.50
21150 UNIVERSITY OF WISCONSIN	032206	31100	53	09-118-337	79.00	REGISTRATION/P MURPHY
Check Date	3/29/2007	Check Nbr	011970		Check Total:	79.00
21280 USCM PAYROLL PROCESSING	032907	31100	21	04-419-000	9,166.79	DEFERRED COMP
Check Date	3/29/2007	Check Nbr	011971		Check Total:	9,166.79
22990 VOLUNTEER CENTER	101	31100	52	08-101-300	35.50	50 FLASHLIGHTS
Check Date	3/29/2007	Check Nbr	011972		Check Total:	35.50
23094 WATERTOWN POLICE DEPARTMENT	032307	31100	21	04-229-000	61.00	BOND
Check Date	3/29/2007	Check Nbr	011973		Check Total:	61.00

Date: Thursday, March 29, 2007
Time: 11:12AM
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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
23119 WAUSHARA COUNTY CLERK OF COURT	032307	31100	21	04-229-000	261.20	BOND
Check Date	3/29/2007	Check Nbr	011974	Check Total:	261.20	
23135 WAYNE ENGINEERING CORP	57908	31731	54	10-149-383	213.37	JOYSTICK ROCKER
Check Date	3/29/2007	Check Nbr	011975	Check Total:	213.37	
23152 WE ENERGIES	032007	31100	12	04-399-000	1,924.47	
	032007	31100	51	10-115-224	598.81	
	032007	31100	52	08-101-224	2,657.60	
	032007	31100	53	09-212-224	515.66	
	032007	31731	54	10-149-224	9,138.63	
	032007	31100	55	06-101-224	4,418.85	
	032007	31100	55	07-202-224	1,477.36	
	032007	31100	55	07-203-224	467.62	
	032007	31207	55	07-205-224	90.10	
Check Date	3/29/2007	Check Nbr	011976	Check Total:	21,289.10	
23165 WEST PAYMENT CENTER	813218487	31100	51	02-103-322	96.41	INFORMATION CHARGES
Check Date	3/29/2007	Check Nbr	011977	Check Total:	96.41	
23250 WINNEBAGO COUNTY CLERK OF COUR	032307	31100	21	04-229-000	150.00	BOND
	032307	31100	21	04-229-000	194.00	BOND
	032307	31100	21	04-229-000	150.00	BOND
	032307	31100	21	04-229-000	350.00	BOND
	032307	31100	21	04-229-000	300.00	BOND
Check Date	3/29/2007	Check Nbr	011978	Check Total:	1,144.00	
23310 WISCONSIN ALLIANCE OF CITIES	032807	31100	51	01-102-320	20.00	MEMBERSHIP MEETING
Check Date	3/29/2007	Check Nbr	011979	Check Total:	20.00	

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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
23395 WISCONSIN DEPARTMENT OF TRANSP	L46545	31100	54	10-121-822	50,950.00	PROJECT COSTS
Check Date	3/29/2007	Check Nbr	011980	Check Total:	50,950.00	
23405 WISCONSIN EMERGENCY MANAGEMENT	032807	31100	55	07-203-320	150.00	POOL
	032807	31207	55	07-205-320	150.00	MARINA
Check Date	3/29/2007	Check Nbr	011981	Check Total:	300.00	
23455 WISCONSIN SUPPORT COLLECTIONS	032907	31100	21	04-299-015	1,423.23	CHILD SUPPORT
	032907	31100	21	04-299-016	138.40	SPOUSAL SUPPORT
Check Date	3/29/2007	Check Nbr	011982	Check Total:	1,561.63	
23580 SANDRA WUNDERLICH	032807	31100	55	07-201-203	170.00	DANCE INSTRUCTOR
Check Date	3/29/2007	Check Nbr	011983	Check Total:	170.00	
Grand Total:					478,441.85	